

Dane County Contract Cover Sheet

Res 236
significant

Dept./Division	Land & Water Resources
Vendor Name	USDA Farm Service Agency
Vendor MUNIS #	10008
Brief Contract Title/Description	This is a 15 year lease with USDA for the office space at 5201 Fen Oak Drive, Madison at the \$13.75 per square foot.
Contract Term	October 1, 2019 through September 30, 2034
Total Contract Amount	\$ 58,987.56 annually / \$884,813.40 for 15 yrs

Contract # <small>Admin will assign</small>	13808
Addendum	<input type="checkbox"/> Yes <input type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$35,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$35,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$35,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$35,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	Obj Code	Amount	\$
Req #	Org Code	Obj Code	Amount	\$
Year	Org Code	Obj Code	Amount	\$

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.			
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.			
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res #	236	
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year	2019	

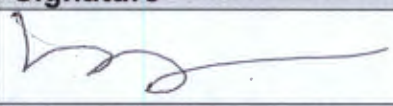
Domestic Partner	Does Domestic Partner Equal Benefits Requirement Apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
<i>NR</i>	Received by DOA	9/20/19		
<i>CR</i>	Controller		9/25/19	
<i>CAC</i>	Purchasing	9/26/19	9/26/19	
<i>OC</i>	Corporation Counsel	9/25/19	9/26/19	
<i>RM</i>	Risk Management	9/25/19	9/25/19	
	County Executive			

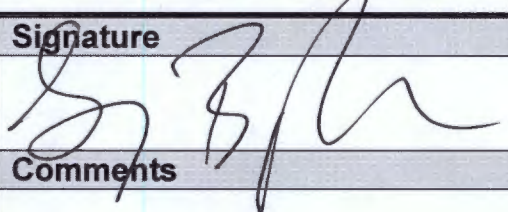
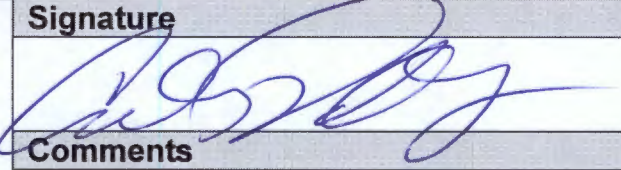
Dane County Dept. Contact Info		Vendor Contact Info	
Name	Sharene Smith	Name	Rachel Geiselman
Phone #	244-3761	Phone #	662-4422 x162
Email	smith.sharene@countyofdane.com	Email	rachel.geiselman@wi.usda.gov
Address	5201 Fen Oak Dr., #208, Madison, 53718	Address	8030 Excelsior Dr., #100, Madison, 53717

Certification:	
The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input checked="" type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		2/16/19
	Printed Name	
	Laura Hicklin	

Contracts Exceeding \$100,000 Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
		10/4/19
	Comments	
Corporation Counsel	Signature	Date
		2/26/19
	Comments	

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2019 RES-236
AUTHORIZING LEASE WITH USDA FARM SERVICE AGENCY AT LYMAN
ANDERSON AGRICULTURAL & CONSERVATION CENTER

The Land & Water Resources department and United State Department of Agriculture (USDA) offices have worked closely with one another and have been co-located for over 60 years, currently at the Lyman F. Anderson Agriculture and Conservation Center. The county and the agricultural constituencies benefit from having these agencies co-located.

USDA's lease for approximately 3270 square feet of space expired in 2018 and has been operating under a supplemental lease extension until a new lease could be negotiated. USDA proposed a new lease at a rental rate of \$13.75 per square foot or \$58,987.56 annually for 15 years beginning October 1, 2019 through September 30, 2034. The new lease includes an addition 1020 square feet that is occupied by Natural Resources Conservation Service that was not in the previous lease.

NOW, THEREFORE, BE IT RESOLVED that the County of Dane does hereby approve and authorize the above-described lease, and

BE IT FURTHER RESOLVED that the Dane County Clerk and the County Executive are hereby authorized to execute the new lease and terminate the supplemental lease with USDA.

13808

LEASE NO. 55025-WI-DANE-2018

Global Lease
GSA FORM
L100 (10/2017)

This Lease is made and entered into between

Dane County

(Lessor), whose principal place of business is 210 MLK Jr. Blvd, Suite 114, Madison, WI 53703-3342 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the United States Department of Agriculture (USDA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

5201 Fen Oak Drive
Madison, WI 53718

and more fully described in Section 1 and Exhibit B, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by USDA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease, whichever is later, and continuing for a period of

15 Years, including 3 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

Name: JOSEPH T. PARISI
Title: DANE COUNTY EXECUTIVE
Entity Name: DANE COUNTY
Date: _____

FOR THE GOVERNMENT:

Name: _____
Title: Lease Contracting Officer
United States Department of Agriculture
Date: _____

WITNESSED FOR THE LESSOR BY:

Name: _____
Title: _____
Date: _____

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2016)

The Premises are described as follows:

- A. **Office and Related Space:** 4,290 rentable square feet (RSF), yielding 3,676 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 2nd floor(s) of the Building, as depicted on the floor plan(s) attached hereto as Exhibit C.
- B. **Common Area Factor:** The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as 1.16 percent. This factor, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.
- C. Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. **Parking:** Thirty-six (36) parking spaces as depicted on the plan attached hereto as Exhibit D, reserved for the exclusive use of the Government, of which zero (0) shall be structured/inside parking spaces, and Thirty-six (36) shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.
- B. **Antennas, Satellite Dishes, and Related Transmission Devices:** (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (OCT 2017)

- A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	Firm Term	Non-Firm Term
	Annual Rent	Annual Rent
Shell Rent: ¹	\$26,355.00	\$26,355.00
Operating Costs: ²	\$32,632.50	\$32,632.50
Tenant Improvements Rent: ³	\$0.00	\$0.00
Total Annual Rent	\$58,987.50	\$58,987.50

¹Shell rent calculation: (Full Term) \$6.14 per RSF multiplied by the RSF stated under Paragraph 1.01
²Operating Costs rent calculation: \$7.61 per RSF multiplied by the RSF stated under Paragraph 1.01
³No Tenant Improvements were requested under this Lease

- B. INTENTIONALLY DELETED
- C. INTENTIONALLY DELETED
- D. INTENTIONALLY DELETED
- E. INTENTIONALLY DELETED
- F. Rent is subject to adjustment upon reconciliation from quantities in the Lease to the approved DIDs and post-DID change orders, based on unit prices negotiated and agreed upon prior to Lease award.
- G. INTENTIONALLY DELETED
- H. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

I. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.

J. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 ~~BROKER-COMMISSION-AND-COMMISSION-CREDIT (OCT-2016) INTENTIONALLY DELETED~~

1.05 ~~TERMINATION RIGHTS (OCT 2016)~~

The Government may terminate this Lease, in whole or in parts, at any time after the Firm Term of this Lease, by providing not less than 120 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rent shall accrue after the effective date of termination.

1.06 ~~RENEWAL RIGHTS (OCT-2016) INTENTIONALLY DELETED~~

1.07 ~~DOCUMENTS INCORPORATED IN THE LEASE (OCT 2017)~~

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
GSA Form 1364 Proposal to Lease Space	3	A
Legal Description	1	B
Floor Plan(s)	1	C
Site Plans with Parking Plan(s)	2	D
DR3901-001	8	E
DR3902-001	10	F
USDA Signage Facility Guide (April 2014)	11	G
Security Requirements Level I	3	H
GSA Form 3517B General Clauses	5	I
Energy Independence and Security Act Compliance Documentation	1	J
Revision(s) to Lease Issued Under RLP Amendment Number(s) 1, and 2	3	K

1.08 ~~TENANT-IMPROVEMENT-RENTAL-ADJUSTMENT (OCT-2016) INTENTIONALLY DELETED~~

1.09 ~~TENANT-IMPROVEMENT-FEE-SCHEDULE (JUN-2012) INTENTIONALLY DELETED~~

1.10 ~~BUILDING-SPECIFIC-AMORTIZED-CAPITAL (SEP-2012) INTENTIONALLY DELETED~~

1.11 ~~BUILDING-SPECIFIC-AMORTIZED-CAPITAL-RENTAL-ADJUSTMENT (SEP-2013) INTENTIONALLY DELETED~~

1.12 ~~PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2016)~~ INTENTIONALLY DELETED

1.13 ~~REAL ESTATE TAX BASE (SEP 2013)~~ INTENTIONALLY DELETED

1.14 OPERATING COST BASE (OCT 2016)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$**7.61** per RSF.

1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$**0.00** per ABOA SF of Space vacated by the Government.

1.16 ~~HOURLY OVERTIME HVAC RATES (OCT 2016)~~ INTENTIONALLY DELETED

1.17 24-HOUR HVAC REQUIREMENT (OCT 2016)

- A. ADP Room shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated server room.
- B. INTENTIONALLY DELETED
- C. INTENTIONALLY DELETED
- D. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

1.18 ~~BUILDING IMPROVEMENTS (MAR 2016)~~ INTENTIONALLY DELETED

1.19 ~~HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)~~ INTENTIONALLY DELETED

1.20 LESSOR'S DUNS NUMBER (OCT 2017)

Lessor's Dun & Bradstreet DUNS Number: **076148766**.

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If USDA awarded this Lease using a contract real estate broker, Broker shall refer to USDA's broker.
- C. Building. Building(s) situated on the Property in which the Premises are located.
- D. Intentionally Deleted
- E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF- 10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/ BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. "Contract" shall mean this Lease.
- G. Contractor. "Contractor" shall mean Lessor.
- H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. Lease Term Commencement Date. The date on which the lease term commences.
- M. Lease Award Date. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).
- N. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- O. Property. Defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- P. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: $ABOA\ SF\ of\ Space \times (1 + CAF) = RSF$.
- Q. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- R. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- S. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice

to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2016)

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or a tenant agency-approved form when specifically authorized to do so by the LCO. The General Services Administration Acquisition Manual ("GSAM") clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in USDA or the tenant agency when specifically authorized to do so by the LCO, subject to the threshold limitation below.

B. Orders for alterations issued by an authorized COR are limited to no more than \$150,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

2.04 WAIVER OF RESTORATION (OCT 2016)

Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.05 ~~PAYMENT OF BROKER (JUL 2014)~~ INTENTIONALLY DELETED

2.06 CHANGE OF OWNERSHIP (OCT 2017)

A. If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.

C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of "All Awards" (See FAR 52.232-33), and complete all required representations and certifications within SAM.

G. If title to the Property is transferred, or the Lease is assigned, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall not commence until the Government has received all information reasonably required by the LCO under sub-paragraph D, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F.

2.07 ~~REAL ESTATE TAX ADJUSTMENT (JUN 2012)~~ INTENTIONALLY DELETED

2.08 ADJUSTMENT FOR VACANT PREMISES (OCT 2017)

A. If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate and the base for operating cost adjustments will be reduced using the figure specified in the "Rate for Adjustment for Vacant Leased Premises" paragraph of this Lease.

B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA SF of operating expenses not required to maintain the Space.

C. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant Premises or the Lease expires or is terminated.

2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy based on documentation submitted by Lessor at least sixty (60) days prior to anniversary date of lease.

B. The amount of adjustment will be determined by comparing each years' utility receipts. The difference in cost should represent at least 10% (percent) change for the adjustment to be considered. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease. Annual adjustments will continue to be evaluated based on documentation submitted by Lessor at least sixty (60) days prior to anniversary date of this lease.

C. In the event of any decreases in the operating costs occurring during the term of the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph. Receipts must be submitted by Lessor no later than 30 days after the anniversary date of this Lease.

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

2.10 ~~ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012) INTENTIONALLY DELETED~~

2.11 ~~RELOCATION ASSISTANCE ACT (APR 2011) INTENTIONALLY DELETED~~

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 ~~LABOR STANDARDS (OCT 2016)~~ INTENTIONALLY DELETED

3.02 WORK PERFORMANCE (JUN 2012)

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the LCO. The LCO may reject the Lessor's workers 1) if such are unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

3.03 ENVIRONMENTALLY PREFERABLE PRODUCT REQUIREMENTS (OCT 2017)

- A. The Lessor must provide environmentally preferable products as detailed throughout individual paragraphs of this Lease.
- B. When individual paragraphs of this Lease do not contain specific requirements for environmentally preferable products, the Lessor must provide products meeting at least one of the environmentally preferable criteria as outlined under the Green Procurement Compilation at WWW.SFTOOL.GOV/GREENPROCUREMENT to determine whether any of these criteria are applicable for a product category.
- C. The Lessor, if unable to comply with the environmentally preferable products requirements above, must submit a waiver request for each material within the TI pricing submittal. The waiver request shall be based on the following exceptions:
1. Product cannot be acquired competitively within a reasonable performance schedule.
 2. Product cannot be acquired that meets reasonable performance requirements.
 3. Product cannot be acquired at a reasonable price.
 4. An exception is provided by statute.

The price shall be deemed unreasonable when the total life cycle costs are significantly higher for the sustainable product versus the non-sustainable product. Life cycle costs are determined by combining the initial costs of a product with any additional costs or revenues generated from that product during its entire life.

3.04 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)

- A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in re-furnished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.
- B. The Lessor shall submit a reuse plan to the LCO. The Government will not pay for existing fixtures and other TIs accepted in place. However, the Government will reimburse the Lessor, as part of the TIA, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the LCO.

3.05 CONSTRUCTION WASTE MANAGEMENT (OCT 2017)

- A. Recycling construction waste is mandatory for initial space alterations for TIs and subsequent alterations under the Lease.
- B. SUBMITTAL REQUIREMENT: Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.
- C. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility: Ceiling grid and tile, light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs, duct work and HVAC equipment, wiring and electrical equipment, aluminum and/or steel doors and frames, hardware, drywall, steel studs, carpet, carpet backing, and carpet padding, wood, insulation, cardboard packaging, pallets, windows and glazing materials, all miscellaneous metals (as in steel support frames for filing equipment), and all other finish and construction materials.
- D. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with Federal and state laws and requirements concerning hazardous waste.
- E. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.
- F. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the LCO. Records shall include materials recycled or land-filled, quantity, date, and identification of hazardous wastes.

3.06 WOOD PRODUCTS (OCT 2016)

A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States ([HTTPS://US.FSC.ORG/EN-US](https://us.fsc.org/en-us)), or the Sustainable Forestry Initiative ([HTTP://WWW.SFIPROGRAM.ORG/](http://www.sfiprogram.org/)).

B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at [HTTP://WWW.WOOD-DATABASE.COM/WOOD-ARTICLES/RESTRICTED-AND-ENDANGERED-WOOD-SPECIES/](http://www.wood-database.com/wood-articles/restricted-and-endangered-wood-species/) or [HTTPS://WWW.FWS.GOV/INTERNATIONAL/PLANTS/CURRENT-CITES-LISTINGS-OF-TREE-SPECIES.HTML](https://www.fws.gov/international/plants/current-cites-listings-of-tree-species.html).

C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

D. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

3.07 ADHESIVES AND SEALANTS (OCT 2017)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet at least one of the environmentally preferable criteria as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://sftool.gov/greenprocurement), as well as the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

3.08 BUILDING SHELL REQUIREMENTS (OCT 2016)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Building Specific Amortized Capital, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

C. The Building Shell rental rate shall also include, but is not limited to, costs included listed under Section II of GSA Form 1217, Lessor's Annual Cost Statement, including insurance, taxes, lease commission and management, in addition to profit, reserve costs and loan financing for the Building.

3.09 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012) INTENTIONALLY DELETED

3.10 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)

3.11 VESTIBULES (APR 2011)

A. Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

B. INTENTIONALLY DELETED

3.12 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.13 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

- A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.
- D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.
- E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).
- F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.14 FIRE ALARM SYSTEM (SEP 2013)

- A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.
- B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation.
- C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).
- D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.
- E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.15 ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)

A. Energy-related Requirements:

- 1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").
- 2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:
 - a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
 - b. (i) Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and
(ii) Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—
 - I. That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and
 - II. For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).
 - III. That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates, and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure

mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

4. The Lessor is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.

B. Hydrology-related Requirements:

1. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.

a. For the purposes of applying EISA Section 438 in this lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at: <http://www.epa.gov/greeningepa/technical-guidance-implementing-stormwater-runoff-requirements-federal-projects>

b. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

3.16 ELEVATORS (OCT 2016)

A. The Lessor shall provide suitable passenger elevator and, when required by the Government, freight elevator service to any of the Premises not having ground level access. Service shall be available during the normal hours of operation specified in the in this Lease. However, one passenger elevator and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, it shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. Code: Elevators shall conform to the current requirements of the American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators (current as of the Lease Award Date). Elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1/CSA B44. Fire alarm initiating devices (e.g., smoke detectors) used to initiate Phase I emergency recall operation shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code. The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspector's Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.

C. Safety Systems: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

D. Speed: The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 SF per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. Interior Finishes: Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the LCO. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the LCO.

3.17 BUILDING DIRECTORY (APR 2014) INTENTIONALLY DELETED

3.18 FLAGPOLE (SEP 2013)

A flagpole shall be provided at a location to be approved by the LCO. The flag of the United States of America will be provided by the Lessor as part of the shell rent and replaced at all times during the Lease term when showing signs of wear.

3.19 DEMOLITION (JUN 2012)

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

3.20 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.21 CEILINGS (OCT 2017)

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the Space and Premises shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

A. Ceilings shall be at a minimum 9 feet and 0 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.

B. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.

C. Should the ceiling be installed in the Space prior to construction of the TIs, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the TIs. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TIs.

D. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO:

1. Restrooms. Plastered or spackled and taped gypsum board.

2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. Newly installed tiles or panels shall meet at least one of the environmentally preferable criteria as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://sftool.gov/greenprocurement).

3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.

E. INTENTIONALLY DELETED

3.22 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)

A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs.

B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, (1) hollow steel construction, (2) solid core wood, or (3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility, and energy codes and/or requirements. Fire door assemblies shall be listed and labeled. Labels on fire door assemblies shall be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives.

C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

3.23 DOORS: IDENTIFICATION (APR 2011)

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor.

3.24 WINDOWS (APR 2011)

A. Office Space shall have windows in each exterior bay unless waived by the LCO.

B. All windows shall be weather tight. Operable windows that open shall be equipped with locks. Off-street, ground-level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the Building.

3.25 PARTITIONS: GENERAL (APR 2015)

Partitions in public areas shall be marble, granite, hardwood, or drywall covered with durable wall covering or high performance coating, or equivalent pre-approved by the LCO. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

3.26 PARTITIONS: PERMANENT (APR 2015)

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

3.27 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2013)

- A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.
- E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.
- F. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

3.28 WALL FINISHES – SHELL (SEP 2015)

- A. All restrooms within the Building common areas of Government-occupied floors shall have 1) ceramic tile, recycled glass tile, or comparable wainscot from the finished floor to a minimum height of 4'-6" and 2) semigloss paint on remaining wall areas, or other finish approved by the Government.
- B. All elevator areas that access the Space and hallways accessing the Space shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint, or an equivalent.

3.29 PAINTING – SHELL (OCT 2017)

- A. The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted with a primer that meets or is equivalent to the Green Seal GS-11 standard. If any Building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.
- B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.

3.30 FLOORS AND FLOOR LOAD (APR 2015)

- A. All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards, non-slip, and acceptable to the LCO.
- B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.

C. INTENTIONALLY DELETED

3.31 FLOOR COVERING AND PERIMETERS – SHELL (SEP 2013)

- A. Exposed interior floors in primary entrances and lobbies shall be a non-slip surface. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, or terrazzo. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, or carpet base.
- B. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all restroom and service areas of Government-occupied floors.
- C. Any alternate flooring must be pre-approved by the LCO.

D. The costs for cyclical carpet replacement requirements as outlined in Section 6 shall be included in the shell rent.

3.32 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.33 BUILDING SYSTEMS (APR 2011)

Whenever requested, the Lessor shall furnish to USDA as part of shell rent, a report by a registered professional engineer(s) showing that the Building and its systems as designed and constructed will satisfy the requirements of this Lease.

3.34 ELECTRICAL (JUN 2012)

A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Main distribution for standard office occupancy shall be provided at the Lessor's expense. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available. In no event shall such power distribution (not including lighting and HVAC) for the Space fall below 4 watts per ABOA SF.

B. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

3.35 ~~ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)~~ INTENTIONALLY DELETED

3.36 ~~PLUMBING (JUN 2012)~~ INTENTIONALLY DELETED

3.37 DRINKING FOUNTAINS (OCT 2016)

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard. Potable is defined as water meeting current EPA primary drinking water standards or more stringent, applicable state or local regulations. Municipal or public water systems are required to meet this same standard. The Lessor shall serve as first responder to any occupant complaints about drinking water. The Lessor shall promptly investigate any such complaints and implement the necessary controls to address the complaints and maintain potable water conditions.

3.38 RESTROOMS (OCT 2016)

A. INTENTIONALLY DELETED

B. If no new construction or major renovation of a restroom is occurring, compliance with local code is sufficient. Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 200 feet on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

C. Each main restroom shall contain the following:

1. A mirror and shelf above the lavatory.
2. A toilet paper dispenser in each water closet stall that will hold at least two rolls and allow easy, unrestricted dispensing.
3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
5. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.
6. A floor drain.
7. For new installations and major renovations, restroom partitions shall be made from recovered materials as listed in EPA's CPG.

3.39 PLUMBING FIXTURES: WATER CONSERVATION (OCT 2016)

The specifications listed under sub-paragraphs A through C apply for:

1. New installations of plumbing fixtures,
2. Replacement of existing plumbing fixtures, or

3. Existing non-conforming fixtures where the Government occupies the full floor.

- A. Water closets must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized.
- B. Urinals must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.
- C. Faucets must conform to EPA WaterSense or fixtures with equivalent flow rates must be utilized.

Information on EPA WaterSense fixtures can be found at [HTTP://WWW.EPA.GOV/WATERSENSE/](http://www.epa.gov/watersense/).

3.40 JANITOR CLOSETS (SEP 2015)

Janitor closets shall meet all local codes and ordinances. When not addressed by local code, Lessor shall provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.

3.41 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (OCT 2016)

A. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.

B. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

C. Equipment Performance. Temperature control for office Spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.

D. Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

E. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of the American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality.

F. Heating and air-conditioning air distribution systems (air handling units, VAV boxes, fan coil units, etc.) for the Space shall be equipped with particulate matter air filters that meet the Minimum Efficiency Reporting Value (MERV) specified in the current edition of ANSI/ASHRAE Standard 62.1. Locations that do not meet the EPA National Ambient Air Quality Standards (NAAQS) for particulates (PM 10 or PM 2.5) must be equipped with additional filtration on outdoor air intakes as required in ANSI/ASHRAE Standard 62.1. NAAQS information can be found at [HTTPS://WWW.EPA.GOV/GREEN-BOOK](https://www.epa.gov/green-book).

G. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.

H. INTENTIONALLY DELETED

3.42 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2015)

A. Sufficient space shall be provided on the floor(s) where the Government occupies Space for the purposes of terminating telecommunications service into the Building. The Building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switch rooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch. The telephone closets shall include a telephone backboard.

B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:

1. TIA/EIA-568, Commercial Building Telecommunications Cabling Standard,
2. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,
3. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard, and
4. TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.

C. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements.

3.43 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the Space. The Government may contract with one or more parties to have INS wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required. Access from the antennas to the Premises shall be provided.

D. The Lessor shall allow the Government's designated telecommunications providers to affix antennas and transmission devices throughout the Space and in appropriate common areas frequented by the Government's employees to allow the use of cellular telephones and communications devices necessary to conduct business.

3.44 LIGHTING: INTERIOR AND PARKING - SHELL (OCT 2016)

NOTE: FOR PRICING ESTIMATING PURPOSES, FIXTURES WILL BE INSTALLED AT THE AVERAGE RATIO OF 1 FIXTURE PER 80 ABOA SF.

A. **INTERIOR FIXTURES:** High efficiency T-8, T-5, or LED light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide, as part of Shell Rent, a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.

B. **LIGHTING LEVELS:** Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all other Building areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.

B. INTENTIONALLY DELETED

C. **POWER DENSITY:**

Existing Buildings: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.

New Construction: The maximum fixture power density shall not exceed 1.1 watts per ABOA SF.

D. **DAYLIGHTING CONTROLS:** If the Lease is more than 10,000 ABOA SF, the Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows and skylights where daylight can contribute to energy savings. Daylight harvesting sensing and controls shall be either integral to the fixtures or ceiling mounted and shall maintain required lighting levels in work spaces.

E. **OCCUPANCY/VACANCY SENSORS:** The Lessor shall provide ceiling mount occupancy sensors, or vacancy sensors (preferred), or scheduling controls through the building automation system (BAS) throughout the Space in order to reduce the hours that the lights are on when a particular space is unoccupied. No more than 1,000 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after the BAS has shutdown the building at the end of the workday.

F. **BUILDING PERIMETER:**

1. Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 1 foot-candle at the surface throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 15:1 and a maximum to average uniformity ratio of 4:1.

2. If the leased space is 100 percent occupied by Government tenants, all exterior parking lot fixtures shall be "Dark Sky" compliant with no property line trespass.

G. **PARKING STRUCTURES:** The minimum illuminance level for parking structures is 5 foot-candles as measured on the floor with a uniformity ratio of 10:1.

H. **PARKING SENSORS:** If the leased space is 100 percent occupied by Government tenants, exterior parking area and parking structure lighting shall be sensor or BAS controlled in order that it may be programmed to produce reduced lighting levels during non use. This non-use time period will normally be from 11:00 pm to 6:00 am.

I. **EXTERIOR POWER BACKUP:** Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.

3.45 ACOUSTICAL REQUIREMENTS (JUN 2012)

A. **Reverberation Control.** Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.65 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have an NRC of not less than 0.75. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.85.

B. Ambient Noise Control. Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and restrooms; NC 50 in other spaces.

C. Noise Isolation. Rooms separated from adjacent spaces by ceiling high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:

Conference rooms: NIC 40
Offices: NIC 35

D. Testing. The LCO may require, at Lessor's expense, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

3.46 ~~SECURITY FOR NEW CONSTRUCTION (NOV 2006) INTENTIONALLY DELETED~~

3.47 ~~SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2012) INTENTIONALLY DELETED~~

3.48 ~~FIRE PROTECTION FOR NEW CONSTRUCTION (APR 2015) INTENTIONALLY DELETED~~

3.49 ~~GREEN BUILDING RATING CERTIFICATION FOR NEW CONSTRUCTION (OCT 2016) INTENTIONALLY DELETED~~

3.50 ~~GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2016) INTENTIONALLY DELETED~~

3.51 ~~INDOOR AIR QUALITY DURING CONSTRUCTION (OCT 2017)~~

A. The Lessor shall provide to the Government safety data sheets (SDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.

B. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

C. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOCs) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.

D. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

E. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a MERV of 8 at each return air grill, as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:

1. A complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
2. No permanent diffusers are used;
3. No plenum type return air system is employed;
4. The HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
5. Following the Building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA)

vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.

F. Flush-Out Procedure:

1. HVAC flush-out shall commence after construction ends and the Building has been completely cleaned. All interior finishes, such as millwork, doors, paint, carpet, acoustic tiles, and movable furnishings (e.g., workstations, partitions), must be installed, and major VOC punch list items must be finished.

2. Prior to occupancy, Lessor shall install new filtration media and perform a building flush-out by supplying a total air volume of 14,000 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%.

3. If the LCO determines that occupancy is required before flush-out can be completed, the Space may be occupied only after delivery of a minimum of 3,500 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%. Once the Space is occupied, it must be ventilated at a minimum rate of 0.30 cubic foot per minute (cfm) per square foot of outdoor air or greater. During each day of the flush-out period, ventilation must begin at least three hours before occupancy and continue during occupancy. These conditions must be maintained until a total of 14,000 cubic feet per square foot of outdoor air (4 270 liters of outdoor air per square meter) has been delivered to the space.

3.52 SYSTEMS COMMISSIONING (APR 2011)

The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. The commissioning shall cover only work associated with TIs or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems.

3.53 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – LEASE (SEP 2014)

A. Environmental Due Diligence

Lessor is responsible for performing all necessary "response" actions (as that term is defined at 42 U.S.C. § 9601(25) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)) with regard to all "recognized environmental conditions," as that term is defined in ASTM Standard E1527-13, as such standard may be revised from time to time. This obligation extends to any contamination of the Property where such contamination is not attributable to the Government. Lessor must provide the Government with a summary report demonstrating completion of all required response actions prior to Substantial Completion. Any remediation performed by or on behalf of Lessor must be undertaken in strict compliance with all applicable federal, state and local laws and regulations.

B. National Environmental Policy Act

The National Environmental Policy Act regulations provide for analyzing proposed major federal actions to determine if there are ways to mitigate the impact of the proposed actions to avoid, minimize, rectify, reduce, or compensate for environmental impacts associated with such actions. Where the Government has determined that any or all of these mitigation measures should be or must be adopted to lessen the impact of these proposed actions, Lessor must incorporate all mitigation measures identified and adopted by the Government in the design and construction drawings and specifications. All costs and expenses for development of design alternatives, mitigation measures and review submittals for work to be performed under the Lease are the sole responsibility of Lessor.

3.54 ~~NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS – LEASE (SEP 2014)~~ INTENTIONALLY DELETED

3.55 ~~DESIGN EXCELLENCE – LEASE (OCT 2016)~~ INTENTIONALLY DELETED

SECTION 4 DESIGN, CONSTRUCTION, AND POST-AWARD ACTIVITIES INTENTIONALLY DELETED

SECTION 5 TENANT IMPROVEMENT COMPONENTS INTENTIONALLY DELETED

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)

A. The Government's normal hours of operations are established as 6 AM to 6 PM, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

B. The Lessor and the Lessor's representatives, employees and contractors shall demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and shall present a neat, clean, job-appropriate (professional) appearance.

6.02 UTILITIES (APR 2011)

The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

6.03 UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (AUG 2014) INTENTIONALLY DELETED**6.04 UTILITY CONSUMPTION REPORTING (OCT 2016) INTENTIONALLY DELETED****6.05 HEATING AND AIR CONDITIONING (OCT 2017)**

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.

B. During non working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

C. Thermal comfort. During all working hours, comply with the latest edition of ASHRAE Standard 55, Thermal Comfort Conditions for Human Occupancy.

D. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.

E. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

F. Normal HVAC systems' maintenance shall not disrupt tenant operations.

G. ADP room shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated server room. The ambient temperature of this room shall be maintained between 65 degrees to 78 degrees F, with relative humidity levels between 35% and 55%, regardless of outside temperature or seasonal changes. The ADP Room shall have access to temperature readings within the space.

6.06 OVERTIME HVAC USAGE (JUN 2012) INTENTIONALLY DELETED**6.07 JANITORIAL SERVICES (JUN 2012)**

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

- A. Three times a week. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures, and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space.
- B. Three times a week. Sweep or vacuum stairs.
- C. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
- D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.
- E. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage Space. Spot clean all wall surfaces within 70 inches of the floor.
- F. Every two months. Damp wipe restroom wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
- G. Three times a year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies.
- H. Twice a year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas.
- I. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
- J. Every two years. Shampoo carpets in all offices and other non-public areas.
- K. INTENTIONALLY DELETED
- L. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters.
- M. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

6.08 SELECTION OF CLEANING PRODUCTS (OCT 2016)

The Lessor shall use cleaning products (including general purpose cleaners, floor cleaners, hand soap, etc.) that comply with either the Green Seal standard, the UL/EcoLogo standard, EPA's Safer Choice designation, or a substitute acceptable to the LCO. Hand soap products shall also be USDA Certified BioPreferred.

6.09 SELECTION OF PAPER PRODUCTS (APR 2015)

The Lessor shall select paper and paper products (e.g., restroom tissue and paper towels) conforming to the Green Seal Standard (GS-1), or a substitute acceptable to the LCO.

6.10 SNOW REMOVAL (APR 2011)

Lessor shall provide snow removal services for the Government on all days for which this Lease has designated normal hours. Lessor shall clear parking lots if the accumulation of snow exceeds 1.5 inches. Lessor shall clear sidewalks, walkways and other entrances before accumulation exceeds 1.5 inches. The snow removal shall take place no later than 6:00 AM, without exception. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In addition to snow removal, the Lessor shall keep walkways, sidewalks and parking lots free of ice during the normal hours. The Lessor shall remove excess buildup of sand and/or ice melt to minimize slipping hazards. If the Building entrance(s) has a northern exposure, then Lessor shall take additional measures to protect the safety of pedestrians.

6.11 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

6.12 MAINTENANCE OF PROVIDED FINISHES (OCT 2016)

A. Paint wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall perform cyclical repainting of the Space every 7 years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:

- a. Backing or underlayment is exposed;
- b. There are noticeable variations in surface color or texture;
- c. It has curls, upturned edges, or other noticeable variations in texture;
- d. Tiles are loose; or,
- e. Tears or tripping hazards are present.

2. Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet and base coving in the Space every 7 years, with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.

3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.

6.13 ASBESTOS ABATEMENT (APR 2011)

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

6.14 ONSITE LESSOR MANAGEMENT (APR 2011)

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

6.15 IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)

A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and M-11-11, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended. These policies require the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.

B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.

C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.

D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.

E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space in accordance with the above criteria. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to have persons re-apply who were cleared through this process while associated with the former

contractor or subcontractor in accordance with USDA policy. The Lessor shall require each cleared person to re-apply and obtain a new clearance in accordance with USDA policy.

F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by USDA policy.

G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a USDA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all USDA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as When no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a USDA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.

H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.

I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

6.16 SCHEDULE OF PERIODIC SERVICES (JUN 2012)

Within 60 days after occupancy by the Government, the Lessor shall provide the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

6.17 LANDSCAPING (OCT 2016)

A. Landscape management practices shall prevent pollution by:

1. Employing practices which avoid or minimize the need for fertilizers and pesticides;
2. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
3. Composting/recycling all yard waste.

B. The Lessor shall use landscaping products with recycled content as required by EPA's CPG for landscaping products. Refer to EPA's CPG web site, [HTTPS://WWW.EPA.GOV/SMM/COMPREHENSIVE-PROCUREMENT-GUIDELINE-CPG-PROGRAM](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program)

C. INTENTIONALLY DELETED

6.18 LANDSCAPE MAINTENANCE (APR 2011)

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

6.19 RECYCLING (JUN 2012)

A. For Leases greater than 10,000 rentable SF, with a Lease term greater than six months, the Lessor shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist.

B. Where state or local law, code, or ordinance requires recycling programs for the Premises, Lessor shall comply with such state and/or local law, code, or ordinance.

C. When implementing any recycling program, the Lessor shall provide an easily accessible, appropriately sized area (2 SF per 1,000 SF of Building gross floor area) that serves the Space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Space.

6.20 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

6.21 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (OCT 2017) INTENTIONALLY DELETED

6.22 INDOOR AIR QUALITY (OCT 2016)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for asbestos, mold, carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde are not exceeded. The indicator levels for office areas shall be: Asbestos 70 s/mm²; mold (see paragraph entitled "Mold"); CO 9 ppm; CO₂ 700 ppm above outdoor air; formaldehyde 0.016 ppm.

B. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:

1. The Space;
2. Common Building areas;
3. Ventilation systems and zones serving the Space; and
4. The area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the SDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

6.23 RADON IN AIR (OCT 2016)

If Space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased Space for 2 days to 3 days using charcoal canisters. The Lessor is responsible to provide Space in which radon levels in air are below the GSA action levels of 4 pCi/L for childcare and 25 pCi/L for all other space. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors shall be completed. For further information on radon, go to: [HTTPS://WWW.EPA.GOV/RADON](https://www.epa.gov/radon).

6.24 RADON IN WATER (JUN 2012)-INTENTIONALLY DELETED

6.25 HAZARDOUS MATERIALS (SEP 2013)

A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.

B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

6.26 MOLD (OCT 2016)

A. Actionable mold is airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building.

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of visible mold or actionable airborne mold.

C. Following a flood, plumbing leak or heavy rain whereby the Government Space or air zones serving the Space may have become moisture damaged, the Lessor shall immediately repair any leakage sources and remediate the moisture damage. Whenever moisture damage or infiltration persists such that: mold is visible, mold odors are present, or occupants register complaints about mold, the Lessor shall employ a board-certified, industrial hygienist or equivalently qualified consultant to inspect and evaluate the Space and air zones serving the Space for visible and/or actionable mold presence; inspection shall take place no later than 15 calendar days following identification of a potential mold issue as described above. The Lessor shall promptly furnish these inspection results to the Government. The Lessor shall safely remediate all visible moldy and/or water damaged

materials identified by the consultant using a qualified remediation contractor following the methods identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001). Remediation shall also remove actionable mold levels. Remediation shall be completed within a time frame acceptable to the Lease Contracting Officer which shall be no later than 90 calendar days following confirmation of the presence of actionable mold.

D. The presence of actionable mold in the Premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this Lease. In addition to the provisions of the Fire and Other Casualty clause of this Lease, should a portion of the Premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative Space at the Lessor's expense, including the cost of moving, and any required alterations.

6.27 OCCUPANT EMERGENCY PLANS (SEP 2013)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

6.28 FLAG DISPLAY (OCT 2016)

If the Lessor has supplied a flagpole on the Property as a requirement of this Lease, the Lessor shall be responsible for flag display on all workdays and Federal holidays. The Lessor may illuminate the flag in lieu of raising and lowering the flag daily. The Lessor shall register with the Federal Protective Service (FPS) MegaCenter in order to receive notifications regarding when flags shall be flown at half-staff, as determined by Executive Order.

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 SECURITY REQUIREMENTS (OCT 2016)

The Lessor agrees to the requirements of Federal Security Level I attached to this Lease.

7.02 MODIFIED LEASE PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this Lease:

- 1.09 OPERATING COSTS ADJUSTMENT (JUN 2012)
- 6.07 JANITORIAL SERVICES (JUN 2012)
- 6.10 SNOW REMOVAL (APR 2011)

PROPOSAL TO LEASE SPACE In Response to Request for Lease Proposals (RLP) Number → **55025-WI-DANE-2018** DATED **May 10, 2019**

SECTION I - DESCRIPTION OF PREMISES

1. BUILDING DESCRIPTION: 2 story office building

a. Building Name: **Lyman F. Anderson Agriculture & Conservation Center**

b. Building Street Address: **5201 Fen Oak Drive**

c. City: **Madison** d. State: **WI** e. 9-Digit ZIP Code: **53718-8827** f. Congressional District: **2**

2a. FLOORS OFFERED: **part of 2nd floor** 2b. TOTAL NUMBER OF FLOORS IN BUILDING: **2**

3. TOTAL RENTABLE SPACE IN OFFERED BUILDING

a. GENERAL PURPOSE (Office): **30100** SF b. WAREHOUSE: **0** SF c. OTHER: **0** SF

4. LIVE FLOOR LOAD: **50** Pounds per SF

5. MEASUREMENT METHOD: ANS/BOMA OTHER

6. YEAR OF LAST MAJOR RENOVATION (if applicable): **2015**

7. BUILDING AGE: **22 years**

8. SITE SIZE: **250,532.19** SF / **5.75** Acres

SECTION II - SPACE OFFERED AND RATES

9. ANS/BOMA OFFICE AREA SQUARE FEET (ABOA): **3,676** 10. RENTABLE SQUARE FEET (RSF): **4,290** 11. COMMON AREA FACTOR (CAF): **1.16**

"Tenant Improvements" are all alterations for the Government-demised area above the building shell buildout, excluding costs identified as tenant improvements in the Security Unit Price List. Building Specific Amortized Capital (BSAC) is the sum of costs identified as such in the Security Unit Price List. Neither the Tenant Improvements as stated in Block 12, nor the BSAC as stated in Block 13, are to be included in the shell rent. It is expected that the tenant buildout will be fully amortized at the end of the firm term, and the rent will be reduced accordingly. Any desired rent increases or decreases beyond the firm term of the lease should be reflected in the shell rate and fully explained as part of this written proposal. If Tenant Improvements or BSAC improvements are to be amortized beyond the firm term, those calculations must be itemized as part of this written proposal. The Offeror may attach additional pages as necessary.

	a. BUILD-OUT COSTS PER CATEGORY	b. AMORTIZATION TERM	c. AMORTIZATION INTEREST RATE (%)	d. ANNUAL RENT \$ PER RSF	e. ANNUAL RENT \$ PER ABOA SF	f. NUMBER YEARS RATE IS EFFECTIVE
12. TENANT IMPROVEMENTS (per RLP requirements)	\$ 0.00	0	0	\$ 0.00	\$ 0.00	0
13. BSAC (per RLP requirements)						
14. SHELL BUILD-OUT (per RLP requirements)	\$ 0.00					
15. TOTAL BUILD-OUT COSTS	\$ 0.00					
16. SHELL RENT (Including real estate taxes. Refer to Line 28 on GSA Form 1217)				\$ 6.14	\$ 7.17	
17. OPERATING COSTS (Refer to Line 27 on GSA Form 1217)				\$ 7.61	\$ 8.88	
18. TOTAL RATE/SF				\$ 13.75	\$ 16.05	
19. TOTAL ANNUAL RENT				\$ 58,987.50		
20. STEP RENT (SHELL RATES)	PER SF RATE: \$ /RSF	FOR YEARS: [] Thru []	PER SF RATE: \$ /RSF	FOR YEARS: [] Thru []	PER SF RATE: \$ /RSF	FOR YEARS: [] Thru []
	\$ /ABOA		\$ /ABOA		\$ /ABOA	

21. PARKING

a. Number of parking spaces for the entire building/ facility which are under the control of the Offeror: Surface Structured

b. Number of parking spaces required by local code: Surface Structured

c. Number of parking spaces for Employee/Visitor Use (per RLP): Surface Structured

d. Number of parking spaces for Official Government Vehicles (per RLP): Surface Structured

e. Does the rental rate offered above include RLP-required parking costs? YES NO If NO, complete the following: Annual cost per space: \$ Surface \$ Structured

SECTION III - LEASE TERMS AND CONDITIONS

22. INITIAL LEASE TERM <i>(Full Term)</i>			23. RENEWAL OPTIONS			
a. Number of Years	b. Years Firm	c. Number of Days Notice for Government to Terminate Lease	a. Shell Rate / RSF / Yr	b. Years Each	c. Number of Options	d. Number of Days Notice to Exercise Option:
15	3	120			0	

24. OFFER GOOD UNTIL AWARD	25. Space will be altered and delivered in accordance with the Government's specifications and requirements in accordance with the Request for Lease Proposals (RLP) and the lease.
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26. COMMISSIONS <i>(If applicable)</i> , ATTACH COMMISSION AGREEMENT		
a. Tenant Representative Commission:	b. Owner's Representative Commission:	c. Schedule of Commission Payments:
n/a	n/a	n/a

27. OFFEROR'S TENANT IMPROVEMENT FEE SCHEDULE*

**Block 27 fees only applicable for TI subject to post-award pricing.; N/A for turnkey pricing*

a. Architectural/Engineering fees will be (choose one):

1. \$ per ABOA SF

2. % of Total TI construction costs

3. \$ flat fee

b. Lessor's Project Management Fee will be percent of Total TI construction costs

c. If other fees are applicable, state as per ABOA square foot, or if using a percentage, the basis for determining the fee.

The Government will add the cost of the proposed TI fees to the net present value of the offered rental rate as described in the RLP's Present Value Price Evaluation paragraph. This schedule will be applicable for Tenant Improvements.

28. ADDITIONAL FINANCIAL ASPECTS OF THE LEASE

Adjustment for Vacant Premises: \$ per ABOA SF

Adjustment for Reduced Services: \$ per ABOA SF*

**Only applies when Government requires extended services, such as 24/7 HVAC, beyond normal operating hours (check RLP/Lease for confirmation). Reflects reduction if Government no longer requires these extended services.*

HVAC Overtime Rate: \$ per hour per zone floor space (choose one)

For rates based on a "per zone" basis, provide the following:

Number of zones in offered Space:

Building's Normal Hours of HVAC Operation:

Monday - Friday :30 AM to :00 PM

Saturday AM to PM

Sunday AM to PM

Percent of Government Occupancy: 14.25 %

Current Year Taxes: \$

Based on fully assessed value? Yes No

Is the offered space part of multiple tax bills or multiple buildings on a single tax parcel? Yes No

If so, provide tax ID numbers and SF for each. Attach the legal description of the offered property.

If a site is offered, state the total land costs: \$

29. FREE RENT INCLUDED IN OFFER

1. months free rent (includes shell, operating, TI and BSAC rent)

2. Other rental concessions structured as follows

3. None

30. LIST OF ATTACHMENTS SUBMITTED WITH THIS OFFER *(See RLP requirements)*

31. ADDITIONAL REMARKS OR CONDITIONS WITH RESPECT TO THIS OFFER

Actual common area is 18,063 square feet.

SECTION IV - OWNER IDENTIFICATION AND CERTIFICATION

32. RECORDED OWNER

a. Name	b. Address	c. City	d. State	e. ZIP + 4	f. DUNS Number
Dane County Extension Office	210 MLK Jr. Blvd., #114	Madison	WI	53703-3342	076148766

33. BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY HEREIN SPECIFIED DATE, TO LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED HEREIN, IN FULL COMPLIANCE WITH AND ACCEPTANCE OF THE AFOREMENTIONED RLP, WITH ATTACHMENTS.

I have read the RLP with attachments in its entirety and am requesting no deviations.

34. Offeror's Interest in Property

Owner Agent Other

35. OFFEROR Check if same as Recorded Owner

a. Name	b. Address	c. City	d. State	e. ZIP + 4
Sharene Smith	5201 Fen Oak Drive, #208	Madison	WI	53718-8827
f. Title	g. E-Mail Address	h. Telephone Number		
Real Estate Coordinator	smith.sharene@countyofdane.com	608-224-3761		
i. Offeror's Signature				j. Date Signed
				5/10/2019

LEASE PROPOSAL DATA	In Response to Request for Lease Proposals (RLP) Number	DATE:
1	Offeror's Interest in the Property: <input checked="" type="checkbox"/> Fee owner <input type="checkbox"/> Other: Attach evidence of Offeror's interest in property (e.g., deed) and representative's authority to bind Offeror.	
2	Flood Plains: The Property is <input type="checkbox"/> in a base (100-year) flood plain <input type="checkbox"/> in a 500-year flood plain <input type="checkbox"/> not in a flood plain. <i>(See RLP Section 2, Flood Plains.)</i>	
3	Seismic Safety: The Building <input checked="" type="checkbox"/> RLP does not contain seismic requirements. No documentation required. <input type="checkbox"/> RLP contains seismic requirements. The Building <input type="checkbox"/> Fully meets seismic requirements or meets an exemption under the RLP <input type="checkbox"/> Does not meet seismic requirements, but will be retrofitted to meet seismic requirements <input type="checkbox"/> Will be constructed to meet seismic requirements <input type="checkbox"/> Will not meet seismic requirements <i>(See RLP Section 2, Seismic Safety.) Attach appropriate documentation.</i>	
4	Historic Preference: The Building is a <input type="checkbox"/> Historic property within a historic district. <input type="checkbox"/> Non-historic developed site or non-historic undeveloped site within a historic district. <input type="checkbox"/> Historic property outside of a historic district. <input checked="" type="checkbox"/> None of the above. <i>(See RLP Section 2, Historic Preference.) Attach appropriate documentation.</i>	
5	Asbestos-Containing Material (ACM): The Property <input checked="" type="checkbox"/> Contains no ACM, or contains ACM in a stable, solid matrix that is not damaged or subject to damage. <input type="checkbox"/> Contains ACM not in a stable, solid matrix. <i>(See RLP Section 2, Asbestos.)</i>	
6	Fire/Life Safety: The Property <input checked="" type="checkbox"/> Meets <input type="checkbox"/> Does not meet Lease fire/life safety standards. <i>(See RLP Section 2, Fire Protection and Life Safety.)</i>	
7	Accessibility: The Property <input checked="" type="checkbox"/> Meets <input type="checkbox"/> Does not meet Lease accessibility standards. <i>(See RLP Section 2, Accessibility.)</i>	
8	ENERGY STAR®: The Building <input type="checkbox"/> Has received the ENERGY STAR® Label within the past twelve months. Date (MM-DD-YYYY): _____ <input checked="" type="checkbox"/> Has not received the ENERGY STAR® Label within the past twelve months; the Offeror has evaluated energy savings measures and <input type="checkbox"/> Determined that none are cost effective. <input checked="" type="checkbox"/> Determined that the following are cost effective (Attach additional pages): Solar Panels <i>(See RLP Section 2, Energy Independence and Security Act.)</i>	
9	Waiver of Price Evaluation Preference. A HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in Section 4 of the RLP. In such a case, no price evaluation preference shall apply to the evaluation of the HUBZone SBC, and the performance of work requirements set forth in Section 1 of the Lease shall not be applicable to a lease awarded to the HUBZone SBC Offeror under this solicitation. A HUBZone SBC desiring to waive the price evaluation preference should so indicate below. <input type="checkbox"/> I am a HUBZone SBC Offeror and I elect to waive the price evaluation preference. <i>(See RLP and Lease documents for more information)</i>	

EXHIBIT B - LEGAL DESCRIPTION

WARRANTY DEED

THIS SPACE RESERVED FOR RECORDING DATA

DOCUMENT NO.

STATE BAR OF WISCONSIN FORM 2 - 1982

2660888

REGISTER OF DEEDS
DANE COUNTY WI

95 FEB 17 PM 1:14

WTG Corporation

conveys and warrants to Dane County

V29369P 47

RETURN TO
Guyford R. Plummer
Room 425 City County Building
Madison WI 53704

the following described real estate in Dane County,
State of Wisconsin:

Tax Parcel No: 60-0710-221-0096-2

Lot One (1), together with a non-exclusive easement for ingress and egress over
and across Outlot Two (OL 2), World Dairy Campus, in the City of Madison, Dane
County, Wisconsin.

TRANSFER
\$1027.00
FEE PAID

This is not homestead property.
(%) (is not)

Exception to warranties: municipal and zoning ordinances, recorded easements serving the
property, recorded building and use restrictions and covenants, general taxes for 1995,
matters revealed on the plat of the World Dairy Campus, Declaration of Covenants, Conditions
and Restrictions for the World Dairy Campus.

Dated this 17 day of February, 1995

WTG CORPORATION

By: W.T. Graham (SEAL)
W.T. Graham, President

(SEAL)

(SEAL)

(SEAL)

AUTHENTICATION

Signature(s) of W.T. Graham

authenticated this 17 day of February, 1995

Jesse S. Ishikawa

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Jesse S. Ishikawa
Michael, Best & Friedrich
P.O. Box 1806, Madison, WI 53701-1806

(Signatures may be authenticated or acknowledged. Both
are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN

County. } ss.

Personally came before me this 17 day of February, 1995 the above named

to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public _____ County, Wis.
My Commission is permanent. (If not, state expiration
date: _____, 19____.)

*Names of persons signing in any capacity should be typed or printed below their signatures.

EXHIBIT B - LEGAL DESCRIPTION

DOCUMENT NO.

STATE BAR OF WISCONSIN FORM 3 - 1983
QUIT CLAIM DEED

THIS SPACE RESERVED FOR RECORDING DATA

DANE COUNTY
REGISTER OF DEEDS

Doc No 2728469

1996-01-02 08:28 AM
Trans. Fee EXEMPT #26
Rec. Fee 6.00
Pages 1

WTG Corporation

quit-claims to Dane County

V31681P 28

the following described real estate in Dane County,
State of Wisconsin:

RETURN TO Gaylord R. Plummer
City-County Bldg., Room 425
Madison, WI 53709

Tax Parcel No: 60-0710-224-
0091-6 (part)

60-0710-221-0416-2 U6

Outlot One (1), World Dairy Campus, in the City of Madison, Dane County, Wisconsin.

This is not homestead property.
(is (is not))

Dated this 19th day of December, 1995

WTG CORPORATION

BY: W.T. Graham (SEAL)

W.T. Graham, President

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____, 19____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Jesse S. Ishikawa
Michael, Best & Friedrich
P.O. Box 1806, Madison, WI 53701-1806
(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

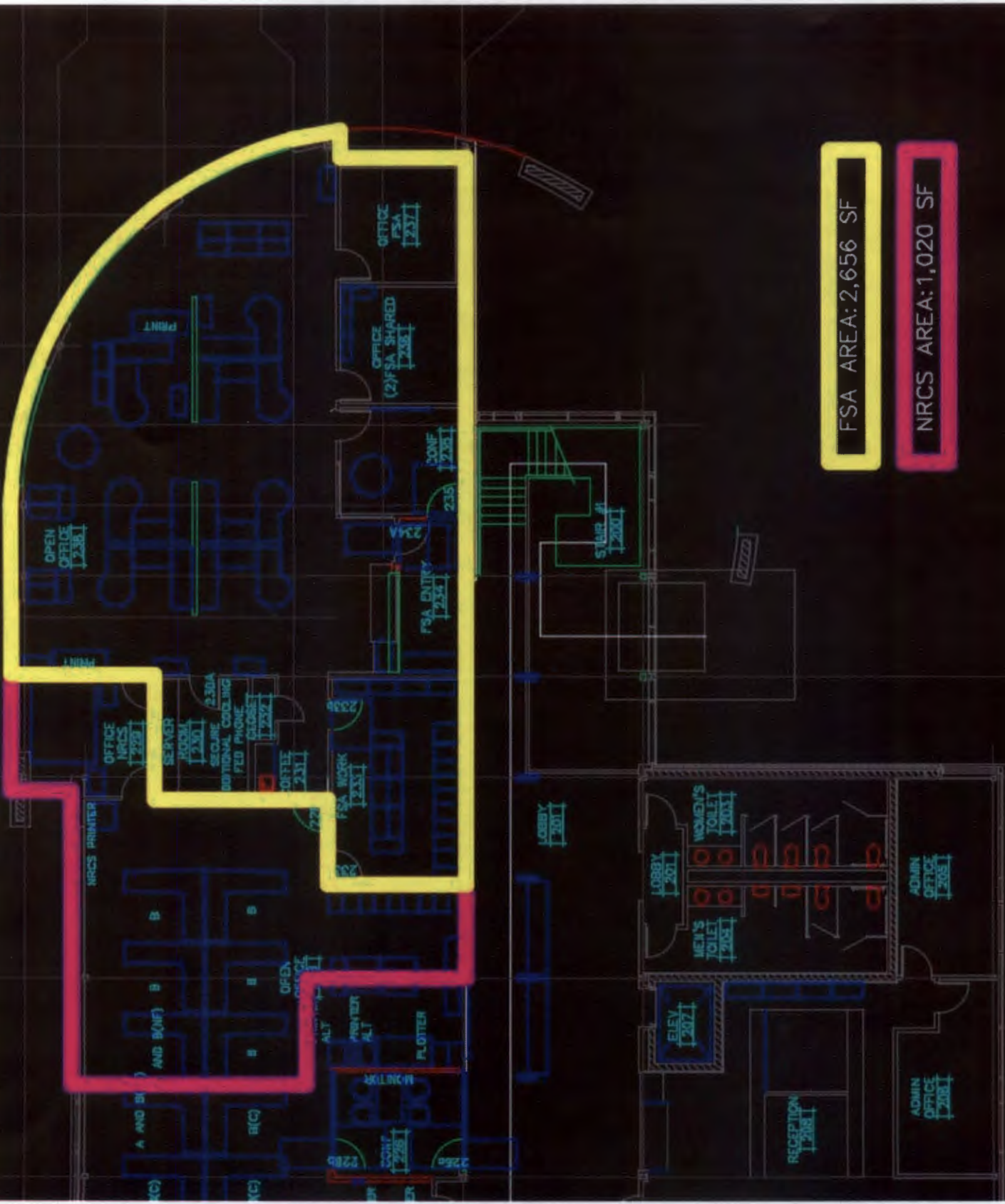
STATE OF WISCONSIN

DANE County.

Personally came before me this 19 day of December, 1995 the above named

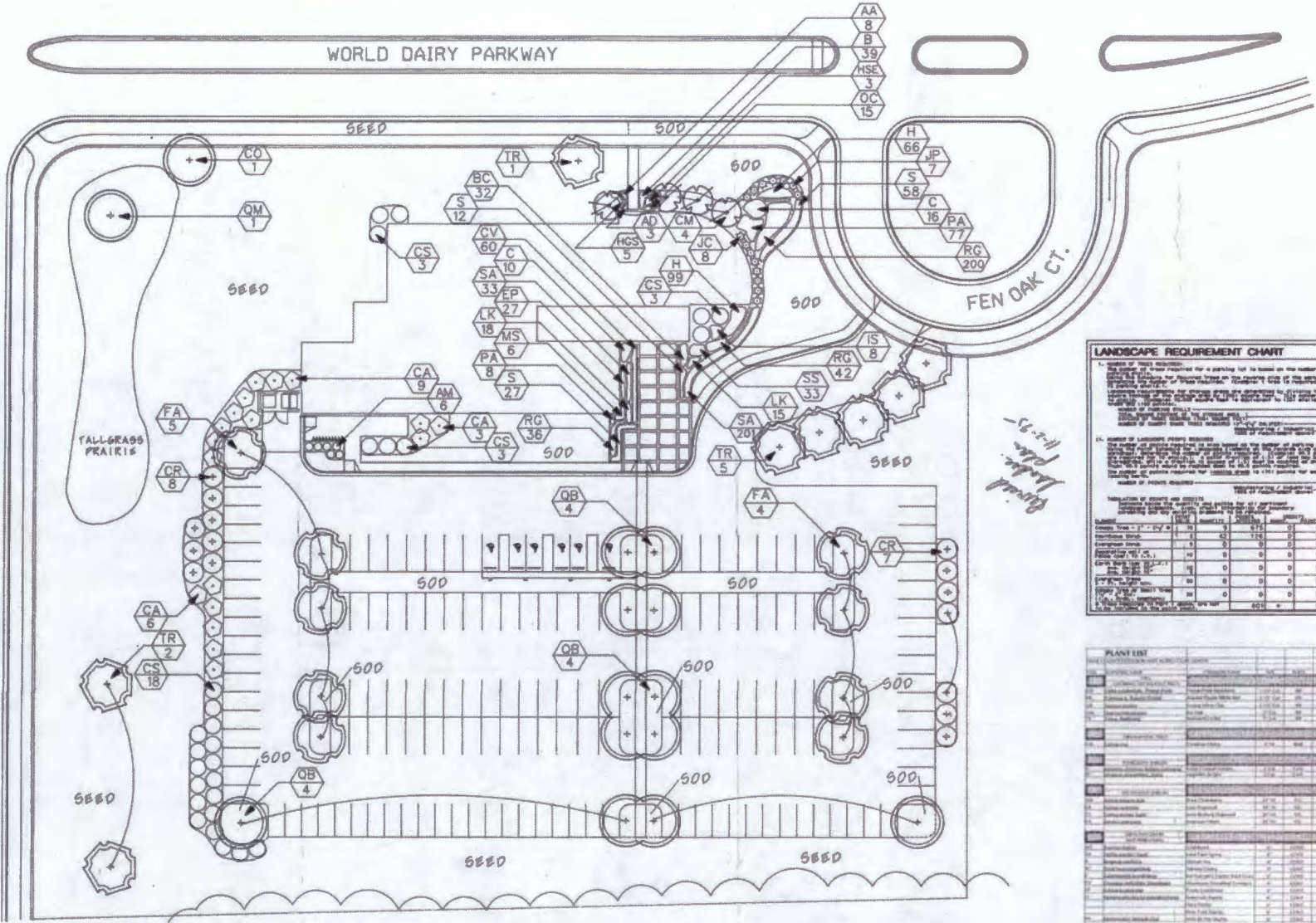
to me known to be the person _____ who executed the foregoing instrument and acknowledge the same.

William M. Newman
Notary Public DANE County, Wis.
My Commission is permanent. (If not, state expiration date: March 17 1996)



FSA AREA: 2,656 SF

NRCS AREA: 1,020 SF



LANDSCAPE REQUIREMENT CHART

1. NUMBER OF TREES REQUIRED FOR A PARKING LOT IS BASED ON THE NUMBER OF SPACES IN THE LOT. THE FOLLOWING TABLE IS A GUIDE TO THE NUMBER OF TREES REQUIRED FOR A PARKING LOT. THE NUMBER OF TREES REQUIRED IS BASED ON THE NUMBER OF SPACES IN THE LOT. THE NUMBER OF TREES REQUIRED IS BASED ON THE NUMBER OF SPACES IN THE LOT.

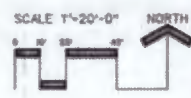
NUMBER OF SPACES	NUMBER OF TREES
0-100	10
101-200	20
201-300	30
301-400	40
401-500	50
501-600	60
601-700	70
701-800	80
801-900	90
901-1000	100

2. NUMBER OF LANDSCAPE PLANT REQUIRED

NUMBER OF SPACES	NUMBER OF PLANTS
0-100	100
101-200	200
201-300	300
301-400	400
401-500	500
501-600	600
601-700	700
701-800	800
801-900	900
901-1000	1000

PLANT LIST

PLANT CODE	PLANT NAME	PLANT TYPE	PLANT SIZE	PLANT QUANTITY
AA	Amelanchier canadensis	Tree	12"	10
BC	Betula nigra	Tree	12"	10
CV	Cornus rugosa	Shrub	6"	100
SA	Sambucus racemosa	Shrub	6"	100
LK	Lonicera xylosteum	Shrub	6"	100
MS	Malus sp.	Tree	12"	10
PA	Prunella americana	Shrub	6"	100
CA	Cornus alternifolia	Shrub	6"	100
AM	Amelanchier canadensis	Tree	12"	10
RG	Rosa rugosa	Shrub	6"	100
TR	Thuja occidentalis	Tree	12"	10
H	Hedera helix	Shrub	6"	100
JP	Juniperus horizontalis	Shrub	6"	100
S	Syringa sp.	Shrub	6"	100
C	Cornus rugosa	Shrub	6"	100
PA	Prunella americana	Shrub	6"	100
RG	Rosa rugosa	Shrub	6"	100
IS	Illicium sp.	Tree	12"	10
SS	Syringa sp.	Shrub	6"	100
LK	Lonicera xylosteum	Shrub	6"	100
SA	Sambucus racemosa	Shrub	6"	100
TR	Thuja occidentalis	Tree	12"	10
FA	Forsythia sp.	Shrub	6"	100
CR	Cornus rugosa	Shrub	6"	100
CA	Cornus alternifolia	Shrub	6"	100
TR	Thuja occidentalis	Tree	12"	10
CS	Cornus rugosa	Shrub	6"	100
QB	Quercus bicolor	Tree	12"	10



PLOTTED 05/16/78

Potter Lawson
Landscape Architects

Consultants

EXHIBIT - D

8/28/78 REVISED LANDSCAPE PLAN
1/28/78 LANDSCAPE PLAN
1/28/78 S.D.P. SUBMITTAL AND APPROVAL

DANE COUNTY
EXTENSION AND
AGRICULTURE CENTER

FEN OAK COURT
MADISON, WISCONSIN
LANDSCAPE PLAN

Project Station: 1000000
Sheet No.: 2.04

**U.S. Department of Agriculture
Washington, D.C. 20250**

DEPARTMENTAL REGULATION		Number: 3901-001
SUBJECT: Space Standards for International Technology Services Personnel and Automated Data Processing Rooms at Customer Locations	DATE: June 28, 2013	
	OPI: The Office of the Chief Information Officer International Technology Services – Business Services Division, Asset Management Branch	

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1. PURPOSE

The purpose of this regulation is to provide general space requirements and guidelines for Automated Data Processing (ADP) rooms and International Technology Services (ITS) personnel located in all customer managed space. Locations with no ITS staff must adhere to the ADP room requirements.

2. CANCELLATIONS

- a. This regulation supersedes Departmental Regulation (DR) 3901-001 dated October 27, 2008.

3. AUTHORITY/REFERENCES

- a. Departmental Manual (DM) 3510-001, Physical Security Standards for Information Technology (IT) Restricted Space.
- b. DR 1620-002, USDA Space Management Policy.
- c. DR 3902-001, Service Center Technology Modernization Project (SCTMP) Wiring/Cabling Specifications for Service Center Agencies' (SCA) Computer Rooms.

4. BACKGROUND

On November 28, 2004, ITS became a separate entity with unique space requirements. As the SCA began to plan for new or renovated space, it became apparent that requirements were needed in order to standardize ITS space across the country. Additionally, it was necessary to incorporate new IT security requirements into all space planning.

5. POLICY

The goal of ITS' space management policy is to ensure space is provided that allows ITS employees to efficiently perform their duties, complies with Departmental Regulations and at the same time keeps space costs to a minimum.

6. SCOPE

The standards in this notice shall be used for all Office of the Chief Information Officer (OCIO)-ITS space planning. The ADP room standards will be applied to all offices receiving ITS services, including those offices where no ITS staff is co-located. These standards will also apply to all ADP rooms that have been approved for co-location with non-customers. This policy also covers space managed by our customers where ITS is being asked to provide IT infrastructure services to third parties.

7. SQUARE FOOTAGE

- a. General. The standards listed in the following table show the maximum square footage that will be used in any space request. In offices with no ITS staff, the ADP room shall be a minimum of 75 square feet and a maximum of 100 square feet, and the standards in this notice will apply.

MAXIMUM SQUARE FOOTAGES

TYPE OF SPACE	1 ITS	2-3 ITS	4-6 ITS	7-9 ITS
OFFICE - The same square footage as comparable grade level offices of the customer in the building, not to exceed 150 square feet.	= or <150 SF	Allocated sq. ft. times no. of employees	Allocated sq. ft. times no. of employees	Allocated sq. ft. times no. of employees
ADP ROOM – This room is for ITS and customer information technology equipment. The room shall be large enough to allow three feet for accessibility around all sides of the equipment. If this calculation is more than 100 square feet, contact the ITS Realty Specialist who will forward them to the appropriate Division Director for approval on a case by case basis.	75-100 SF	75-100 SF	75-100 SF	75-100 SF
STORAGE – Storage space cannot be shared with customer nor located within the ADP room.	50 SF	50 SF	100 SF	150 SF
WORK/SETUP AREA	50 SF	50 SF	100 SF	150 SF
Maximum Total Square Footage (not including Shared Space)	325 – 350 SF	175-200 SF plus office space	275-300 SF plus office space	375-400 SF plus office space

8. LAYOUT OF OCIO-ITS SPACE

- a. General. It is preferred that all ITS space is adjoining. Each room or suite shall have four ceiling to floor walls and a lockable door.
- b. ADP Room. The ADP room must be a separate, lockable room used only for telecommunications and computer equipment. No storage of any kind is allowed in this room. The room must be wide enough to allow three feet for accessibility around all sides of the equipment rack or cabinet. Note: If the Group Manager has made the determination that the cabling loop will allow the cabinet to be easily moved to provide the 3' clearance this is acceptable.
- c. General ITS Room/Suite. For safety reasons, the building manager will be issued a key to ITS space. Other than that, only ITS personnel will be issued a key to this space. This space will serve as the ITS employee cubicles/offices, work/setup area and storage.
- d. Space for Managers, ITS Division Directors, Branch Chiefs and Group Managers. At locations where private offices are allocated to Managers, ITS Division Directors, Branch Chiefs and Group Managers will also have a private office with a lockable door. This office may be within or adjacent to the general ITS room.
- e. Private Offices. When a location's existing configuration has non-supervisory personnel occupying private offices, the possibility exists that the non-supervisory employee may have to vacate the office for a supervisor.

9. SPECIFICATIONS FOR LARGE OFFICES

Since the requirements of large offices are unique, the requirements will be defined on a case by case basis at the time of a major renovation or solicitation of new space. Large offices must adhere to all USDA security standards.

The square footage of offices for supervisors and top management may be larger than 150 square feet. The size of these offices shall be decided on a case by case basis and will be based on the size of comparable grade level offices at the location, with the goal of staying within Departmental standards.

10. SPECIFICATIONS FOR THE ADP ROOM

The specifications listed below shall be included in all space Request for Lease Proposal/Lease (RLP/L) packages. The ADP room shall be renovated to bring it into compliance whenever a new lease is signed, even if the office will remain in the same space, or whenever renovations are made to existing space.

- a. Doors. The number of entrances to the ADP room will be kept to a minimum as required by local fire code. Every entrance into an ADP room must be a metal clad or solid core, lockable door. A managed process will be utilized to control all access to the room. The process can be electronic or manual (key access, door bell with escort and sign-in, etc.) and the process must be documented. One key or code will be assigned to an individual from each customer group. All computer room doors shall be removed from the master key system of the facility. Exterior doors must have either interior hinges or exterior hinges with non-removable pins.
- b. Windows. There will be NO WINDOWS in the ADP room, even if a portion of the room has exterior walls.
- c. Flooring. The flooring will be anti-static hard surface; no carpet.
- d. Walls. Wall construction will be slab to slab with sound transmission class 40 or better.
- e. Temperature and Humidity. The ADP room shall be cooled at all times. The ambient room temperature shall be maintained between 65° to 78°F (18° to 26°C). The ambient relative humidity levels shall be maintained between 35% and 55%. The temperature and humidity controls shall be managed within the room, including point of contacts for emergency situations. The ADP room shall have access to temperature readings within the space. Air conditioning must be controlled on the weekends as needed to maintain the minimum temperature in the room.
- f. Shared Space. The ADP room shall NOT be designed as a multi-use room. Only ADP and telephone equipment shall be in this room. Mail machines, printers (unless specifically for the ADP equipment), faxes, file cabinets, shared storage, copiers, plotters, etc. shall be located outside the ADP room. ITS storage will NOT be in the ADP room.
- g. Plumbing. Because of the danger of water damage, the ADP room shall not be located in areas where water bearing pipes would be overhead.
- h. Fire Suppressant Systems. A sprinkler system will be installed when local building codes require it. A dry-pipe system is preferred. Sprinkler heads shall be placed so that they are not directly above any equipment. Each ADP room shall be equipped with a clean agent fire extinguisher. An annual inspection must be performed on the fire extinguisher.
- i. Telephone System. The telephone demarcation must be inside the building, not on the exterior. While this is preferred at all sites, it is mandatory in new construction. The building contractor shall attach to one wall a sheet of ¾ inch 4 x 8 plywood, painted with fire retardant paint. This will be the extended demarcation point and for the installation of phone equipment, etc.

- j. Physical Location. The ADP room should not be located either above, adjacent, or below public areas in multi-story buildings. The ADP room will be located in the interior of the building away from exterior windows, if practical. DM 3510-001 Section 3 (b1 & c1).
- k. Public Areas, Mailrooms and Loading Docks. The ADP room will be located a minimum of 50 feet from public areas, mailrooms and loading docks. DM 3510-001 Section 3 (c6-c8).
- l. Signage. Ensure that all signs identifying the ADP room are removed from public view. Directories or building maps that identify the location of critical or sensitive asset locations shall not be displayed.
- m. Electrical Power. Where possible, the capability of shutting off power to an information system component that may be malfunctioning or threatened without endangering personnel by requiring them to approach the equipment shall be included in new and refurbished ADP rooms.

11. ADP ROOM EQUIPMENT OUTPUTS

Refer to the manufacturer's requirements for all equipment that will be located in the room.

12. ADP ROOM WIRING/CABLING

Cable plant specifications will be provided by the appropriate ITS Division. Please refer to the following links for cabling/wiring guidance: DR 3902-001, SCTMP Wiring/Cabling Specifications for Service Center Agency (SCA) Computer Rooms, <http://www.ocio.usda.gov/directives/doc/DR3902-001.pdf>.

13. EXTERIOR SIGNS

Exterior signs identifying the customer organizations are for the convenience of the public. Since ITS does not directly service the public, there is no requirement for ITS to be identified on these signs.

14. RESPONSIBILITIES

- a. Contracting/Real Property Leasing Officer of the lead agency will:
 - (1) Work closely with the OCIO-ITS Group Manager and OCIO-ITS Realty Specialist to ensure that the appropriate requirements for the space and wiring/cabling are included in all Request for Lease Proposal/Lease packages prior to issuance.
 - (2) Prior to accepting new space or renewing a lease, will provide to the OCIO-ITS Realty Specialist, through the OCIO Group Manager, a dimensioned floor plan that clearly shows the ADP room and OCIO-ITS space.


- (3) Notify the OCIO-ITS Technical Support Division (TSD) Group Manager prior to collocating with third parties when there is a need for the third party to use ITS services so a determination can be made by ITS as to whether the services can be provided.
- b. OCIO-ITS-TSD Group Manager will:
- (1) Work closely with customer management to identify offices that may be issuing a new lease or doing renovations.
 - (2) Provide the OCIO-ITS Realty Specialist copies of dimensioned floor plans for all offices that are planning to issue a new lease or planning renovations that involves OCIO-ITS.
 - (3) Provide the OCIO-ITS Realty Specialist with an ADP Room Checklist for all offices whose ADP rooms are being brought into compliancy with the standards.
 - (4) Review the electrical section of the construction drawings to ensure that the location of the phone jacks, data ports and electrical outlets will be accessible once systems furniture is installed.
 - (5) Coordinate with customers when services are needed for third party customers.
- c. OCIO-ITS Realty Specialist will:
- (1) Work with the OCIO-ITS Group Managers and customer contacts to resolve any issues regarding ITS space and will recommend that an issue be elevated to the State Food and Agriculture Council when consensus can't be reached.
 - (2) Work with the Real Property staffs of the SCA and other customers to develop guidance regarding space issues that may involve OCIO-ITS space.
 - (3) Approve all floor plans involving ITS personnel or ADP room space before construction begins.

15. DEVIATIONS

Requests for deviations from these standards should be sent through the Group Manager to the OCIO-ITS Realty Specialist, who will forward them to the appropriate Division Director for approval on a case by case basis.

16. DEFINITIONS

- a. ADP Room. Areas that house telephone and/or computer equipment.
- b. Public Areas. Areas open to all individuals, including visitors. Examples are reception rooms, training rooms, cafeterias/vending areas, and rest rooms.



Lessor

Government

- c. Shared Space. Space, such as a break room, that is shared by more than one agency within a given office.
- d. Service Center Agencies. Farm Service Agency (FSA), Natural Resources Conservation Service (NRCS), and Rural Development (RD) are collectively referred to as the Service Center Agencies (SCA).

-END-

U.S. DEPARTMENT OF AGRICULTURE
WASHINGTON, D.C. 20250

DEPARTMENTAL REGULATION		Number: 3902-001
SUBJECT: Service Center Technology Modernization Project (SCTMP) Wiring/Cabling Specifications for Service Center Agencies' (SCA) Computer Rooms	DATE: June 30, 2009	
	OPI: The Office of the Chief Information Officer (OCIO) International Technology Services (ITS) – Infrastructure Definition Division (IDD), Architecture Definition Branch (ADB)	

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1. PURPOSE

This Regulation provides the wiring and cabling requirements to be incorporated when renovating or constructing new computer rooms for all Service Center Agencies (SCA): Farm Service Agency (FSA), Natural Resources Conservation Service (NRCS), the Rural Development (RD) mission area, and the Office of the Chief Information Officer (OCIO) International Technology Services (ITS).

2. SPECIAL INSTRUCTIONS/CANCELLATIONS

- a. Effective Date. The Wiring/Cabling Specifications will become effective immediately upon issuance of this Regulation.
- b. Series Replaced. Not applicable.
- c. Directives Rescinded. Not applicable.

3. AUTHORITY/REFERENCES

- a. National Communications System (NCS) Federal Telecommunications Recommendation (FTR), FTR1090-1997: Commercial Building Telecommunications Cabling Standard.
- b. American National Standards Institute (ANSI)/Telecommunications Industry Association (TIA)/Electronic Industries Alliance (EIA)-568: Commercial Building Telecommunications Wiring Standard.
- c. ANSI/TIA/EIA-569: Commercial Building Standard for Telecommunications Pathways and Spaces.
- d. ANSI/TIA/EIA-570: Residential and Light Commercial Telecommunications Wiring Standard.
- e. ANSI/TIA/EIA-606: Administration Standard for the Telecommunications Infrastructure of Commercial Buildings.

- f. ANSI/TIA/EIA-607: Commercial Building Grounding and Bonding Requirements for Telecommunications.
- g. ANSI/TIS/EIA-942: Telecommunications Infrastructure Standard for Data Centers.

4. SCOPE

The specifications in this regulation shall be used for all OCIO-ITS and SCA space planning. The Automated Data Processing (ADP) room standards will be applied to all offices receiving ITS services, including those offices where no ITS staff is co-located.

These specifications define a baseline primarily for SCA field service centers. The requirements for state, regional, national offices and other organizational units may be unique and may require higher performance or additional space and power. Deviations from this baseline will be decided on a case by case basis at the time of a major renovation or solicitation of new space.

5. RESPONSIBILITIES

a. The Technical Support Division (TSD) Group Manager will:

- (1) Provide oversight for all ADP room cabling and/or wiring installation.
- (2) Verify that all required certifications are received.

b. The Service Center Leasing Agent will:

- (1) Ensure that the specifications in this Regulation are included in solicitations for offers or lease amendments, as appropriate.
- (2) Keep all certifications as part of the official lease file.

c. Clearing and Approving Officials:

- (1) The TSD Group Manager will approve all final wiring cable plants before installation begins.

d. The Infrastructure Operations Division (IOD) Telecommunications Operations Branch (TOB) will:

- (1) Provide the Group Manager with any needed technical assistance.

6. COMPUTER ROOM PHYSICAL AND SECURITY REQUIREMENTS

Refer to Departmental Regulation (DR) 3901-001, ITS Space Standards for the physical and security requirements for the computer room.

7. COMPUTER ROOM ENVIRONMENTAL REQUIREMENTS

When cable consists of multiple runs, the Lessor shall provide cable trays or J-hooks to insure that the cable does not come into contact with the suspended ceiling.

8. DEDICATED ELECTRICAL CIRCUITS AND OUTLETS FOR ADP EQUIPMENT

- a. Computer Room Circuits. Provide and install dedicated electrical circuits with isolated grounds in the Computer Room. Dedicated circuits must be 110 volt, 20-ampere standard three-prong circuits with true earth ground terminated into orange or other uniquely marked ("computer use only") duplex outlets. Provide and install duplex outlets for each dedicated electrical circuit in the Computer room. Dedicated electrical circuits will be used for the telephone systems. The main electrical panel for the computer/voice (if computer/voice is available) equipment will be properly grounded to meet TIA/EIA and Federal Information Processing Standards (FIPS).
- b. General Office Space Circuits. Provide dedicated electrical circuits with multiple outlets at designated locations throughout the service center with multiple outlets to accommodate the peripheral equipment (i.e. computer workstations, printers).
- c. Electrical Requirements for Uninterruptible Power Supply (UPS) Circuit. Critical servers are required to be connected to the UPS.
 - (1) Uninterruptible Power Supply (UPS). Dedicated Circuits will be required for use by UPS.
 - (2) Number and Type of Circuits. There will be a minimum of 2 (two) 120 volt, 30 amp minimum with true ground, terminated into a twisting-lock receptacle. Each dedicated circuit must have insulated, isolated earth ground; conduit ground is not acceptable.

- (3) Receptacle. The receptacle will be a NEMA L5-30R twist-locking receptacle.
- (4) Location of the UPS receptacle. The UPS receptacle will be located in the ADP/Computer room where the Local Area Network (LAN)/Wide Area Network (WAN)/Voice (LWV) cabinet is installed. The receptacle will be located within a maximum of 4.5 feet from the back of the United States Department of Agriculture (USDA) wiring cabinet.

9. PLYWOOD

One sheet of ¾ inch 4 x 8 foot plywood shall be vertically mounted on the wall in the Computer Room within 3 feet of an electrical outlet and the wiring cabinet. The backboard should be attached to the wall using correct mounting hardware and procedures. If the wall is sheet-rocked, attach the backboard to the studs. If the wall is concrete, attach the backboard using anchors. The backboard should be painted with fire retardant paint the same color as the interior walls of the building. This will be the extended demarcation point and for the installation of phone equipment.

10. TELEPHONE SYSTEM

A telephone demarcation point (D-mark) must be provided on a type 66S block on the backboard for all telephone lines prior to the move date. The telephone system will be moved by USDA to a new office and will be installed by USDA technicians during move-in.

11. DISTRIBUTION CLOSETS AND CABLE PATHWAYS

Facilities requiring multiple distribution points within the building or on multiple floors will comply with ANSI/TIA/EIA-569-B standards.

12. DATA CABLING/TELECOMMUNICATIONS

- a. General Specifications. All premise data/telecommunications cabling will comply with TIA/EIA-568-B. All new installations will use Category 6 cabling, as specified in TIA/EIA-568-B.2-1, or higher. All cabling will meet local building codes.
- b. Exceptions. Renovations to buildings which currently comply with TIA/EIA-568-A and contain Category 5 cable and terminations may continue to use Category 5 wiring and terminations as specified in TIA/EIA-568-A.

All substantial additions to, or replacements of, existing wiring should comply with the specifications in 12(a) where possible.

NOTE. Category 5 wiring is unsuitable for Ethernet speeds above 100 Mb/sec.

c. Copper Cable Installation.

- (1) Provide, place, terminate and test Cat-6 certified 100-ohm Balanced Twisted Pair cables according to applicable standards.
- (2) Data cable and voice cables shall be terminated with Cat-6 compliant terminations (patch panels, wall outlets, etc.).
- (3) All Balanced Twisted Pair cables shall be terminated using the T568A pin/pair assignments as specified in TIA/EIA-568-B and per FTR 1090-1997.

d. Copper Cable Specification. All cable equipment and materials must be manufactured by facilities that are International Organization for Standardization (ISO) 9001 registered and certified as follows:

- (1) Shall be Cat-6 or Cat-6a rated in accordance with ANSI/TIA/EIA-568-B.
- (2) Shall be four-pair, balanced, 100-Ohm, 24 American Wire Gage (AWG).
- (3) The selected cable must have contiguous, two-foot segment-length markers printed on the cable jacket. The markings must also show cable manufacturer, cable model number or name, cable part number, Cat-6 or Cat-6a designation, a UL or ETL verification designation, a CMP type, and a "tested to 350 MHz" or above designation.
- (4) Shall be tested and certified by the installer to comply with the previous requirements.

e. Data Fiber Cable Installation.

- (1) Fiber optic cable shall be used for all links in excess of 90 meters and where appropriate. There shall be no 90° bends in any fiber cables with a radius of less than three (3) inches.
- (2) All fiber cable links less than 500 meters shall be 6-strands, multimode optical fiber cable.
- (3) All Optical Fiber, Conductive, Plenum (OFCP) or Optical Fiber Conductive Riser (OFCR) rated fiber cable shall be properly grounded at both ends and may not be installed in the same cable tray or conduit as power cables.
- (4) All ANSI/TIA/EIA-568-B requirements for fiber cable installation, testing, and termination will be observed.
- (5) All strands of each fiber cable shall be terminated at each end of the cable, with either Straight Tip (ST) or Standard Connector (SC) connectors, as appropriate to the related equipment interface connector, and will be conveyed to the selected cable contractor upon request.

FIGURE 1

SC Connector



FIGURE 2

ST Connector



- (6) Supply several sets of fiber patch cords that should not only serve immediate switch connection concerns, but allow for possible switch update connections in the future. The unused fiber patch cables will be kept in reserve at this site, in the event that such switch updates do occur.

f. Data Fiber Cable Specifications.

- (1) All fiber cable shall be 6-strand, multimode, tight buffered, 50 x 125 μm optical fiber, rated OFCP or OFCR as appropriate, and must be clearly marked as such on the cable sheathing.
- (2) All fiber link cable runs, shall be run within orange, plenum rated inter-duct, and appropriately sized according to the number of fiber runs to be contained.
- (3) Both the fiber cable sheathing and the protective inter-duct shall be colored orange to denote multimode fiber.

g. Wall Input/Output (I/O) Face Plates for Work Area I/O Connections. Work areas will have a quad or hex outlet plate connector with four or six RJ-45 connectors (see diagram). Extra outlet plate connectors will also be required in some common areas. All drops will be identified and numbered on the office floor plan prior to installation. Each of the four or six connectors will be cabled with 4-pair balanced twisted-pair cable. The data cables will be category 6 as listed in the cable specification block. These cables will be terminated with RJ-45 connectors at the device end. The other end will be punched down on an RJ-45/110-type patch panel in the LWV wiring cabinet. Each quad plate MUST be labeled with the work station number (1, 2, etc.) and the A, B, C etc. format. Each connection MUST be identified as (1A, 1B, 2A, 2B, etc.) on the corresponding patch panel location.

FIGURE 3

Quad Plate

Ports A, B, C – Data

Port D – Phone

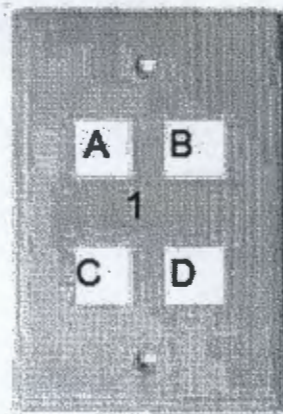
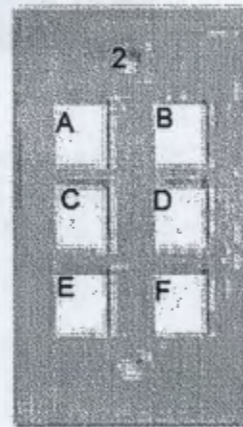


FIGURE 4

Hex Plate

Ports A, B, C, D, E – Data

Port F – Phone



13. LAN/WAN/VOICE CABINET

The Government will provide the LAN/WAN/VOICE cabinet, and a cable installation contractor will provide and install the wiring, cabling, and patch panels in the cabinet as specified by the TSD Group Manager. Patch panels will be RJ-45/110 type and appropriately-sized, based upon the number of quad and/or hex outlet plates. A wire service loop that will allow the cabinet to freely move a minimum of six feet in any direction will be installed by the cable installation contractor as part of the cable installation. The RJ-45/110 type patch panel must be mounted in the cabinet in the place designated by the TSD Group Manager.

14. COPIES OF RELATED DOCUMENTS

a. Copies of FTRs. Copies of FTRs are available from:

The National Communications System (NCS), Technology and Standards Division
(N6)

701 South Court House Road

Arlington, Virginia 22204-2198

Telephone (703) 607-6204

b. Copies of the specifications and related documents. Copies of the specifications and related documents can be obtained from:

(1) Global Engineering Documents

15 Inverness Way East

Englewood, Colorado 80112

Telephone (800) 854-7179 or (303) 397-7956

(2) National Resource for Global Standards, www.nssn.org.

15. INQUIRIES

Direct all questions concerning this notice to OCIO, ITS, Infrastructure Operations Division (IOD), Telecommunications Operations Branch (TOB).

16. ABBREVIATIONS/DEFINITIONS

ADB	Architecture Definition Branch
ADP	Automated Data Processing
ANSI	American National Standards Institute
EIA	Electronics Industry Association
FIPS	Federal Information Processing Standards
FTR	Federal Telecommunications Recommendations
GWAC	General Services Administration Wiring and Cabling Contract
IDD	Infrastructure Definition Division
IOD	Infrastructure Operations Division
ITS	International Technology Services
LWV	Local Area Network (LAN)/Wide Area Network (WAN)/Voice
NCS	National Communications System
SCA	Service Center Agencies
TIA	Telecommunications Industry Association
TOB	Telecommunications Operation Branch

-END-



United States Department of Agriculture

EXHIBIT G

55025-WI-DANE-2018

April 2014

Facility Signage Guide

Facility signs play a major role in projecting a clear, strong impression of USDA. This facility signage guide serves as a manual for the development and implementation of a comprehensive signage and wayfinding system for both exterior and interior signage. The purpose of this guide is to establish the image of USDA, creating a sense of space that welcomes visitors and staff; defining USDA as a destination, and informing, orientating, and directing visitors to and through all USDA facilities.

All USDA interior facility signage designating a permanent room or space must be ADA compliant. For the latest ADA signage standards and guidelines, contact www.ADA.gov

USDA facilities within the Washington, DC, metropolitan area must comply with special DC/Metro signage requirements. Contact the Office of Operations (OAO) for the latest version.

The objective of this guide is not to replace current signs but, rather, to ensure that when the signs need to be replaced with new signs, they comply with these new guidelines.

Facility Signage

Signature Lockups

Signature lockups must be used on all Department facility signage. Signature lockups combine the USDA Symbol and the Department name. Do not use the USDA Symbol without the Department name. Only use signature lockups supplied by USDA's Office of Communications. Any substitution of fonts on signature lockups is unacceptable. Do not attempt to create signature lockups in any manner.

Color

The signature lockup shall be reproduced in either one or three colors. The official colors for the USDA symbol are dark blue (PMS 288) and dark green (PMS 343), and the Department name is black. When reproduced in one color, the signature lockup shall be black or the most dominant color available. When the signature lockup is placed on a color background, it can be reproduced in one color, either black or white.

Acceptable Signature Lockup Variations



One Color - Black or White
Lessor *US* & Government _____

Free-Standing Signage

EXHIBIT G

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Signature lockup must be positioned above all other names.



Building-Mounted Signage

EXHIBIT G

55025-WI-DANE-2018

Use street address or site number as required by the office complex or landlord. Signature lockup must be positioned above all other names.

Site address
as required



Directional Signage

EXHIBIT G

55025-WI-DANE-2018

Directional arrows can be placed where appropriate outside the signature lockup clearance space.



USDA Facility

All USDA interior facility signage designating a permanent room or space must be ADA compliant. For the latest ADA signage standards and guidelines contact www.ADA.gov. Signature lockup must be positioned above all other names.



Office Room Signage

EXHIBIT G

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Non-USDA Facility

Signature lockup is not required.

9201
Agency Name
Division Name
Tenant Name
Tenant Name
Tenant Name

USDA Facility

Signature lockup must be positioned above all other names.



The image shows a directory sign for the USDA Service Center. At the top left is the USDA logo, which consists of the letters "USDA" above a stylized graphic of a field and sky. To the right of the logo is the text "United States Department of Agriculture". Below this is the main heading "Service Center" in a large, bold, sans-serif font. Underneath the heading is a list of services and their corresponding room numbers, arranged in two columns. The services listed are: Farm Service Agency (201), Rural Development (201), Natural Resources Conservation Service (205), and Culpeper Soil and Water Conservation District (207). The sign has a textured, metallic background.

USDA
United States Department of Agriculture

Service Center

Farm Service Agency	201
Rural Development	201
Natural Resources Conservation Service	205
Culpeper Soil and Water Conservation District	207

Non-USDA Facility

The Department name must be fully spelled out and positioned above the Agency name.

Department name only

XYZ Office Building

Other Tenant	201
Other Tenant	201
United States Department of Agriculture	202
Other Tenant	205
Other Tenant	207

Department name with Agency name on second line

XYZ Office Building

Other Tenant	201
Other Tenant	201
United States Department of Agriculture Agency Name Here	202
Other Tenant	205
Other Tenant	207

SECURITY REQUIREMENTS – FACILITY SECURITY LEVEL I

THESE PARAGRAPHS CONTAIN SECURITY REQUIREMENTS, AND, UNLESS INDICATED OTHERWISE, ARE TO BE PRICED AS PART OF THE BUILDING SHELL. WHERE THEY ARE IN CONFLICT WITH ANY OTHER REQUIREMENTS ON THIS LEASE, THE STRICTEST SHALL APPLY.

DEFINITIONS:

CRITICAL AREAS - The areas that house systems that if damaged or compromised could have significant adverse consequences for the facility, operation of the facility, or mission of the agency or its occupants and visitors. These areas may also be referred to as "limited access areas," "restricted areas," or "exclusionary zones." Critical areas do not necessarily have to be within Government-controlled space (e.g., generators, air handlers, electrical feeds which could be located outside Government-controlled space).

SENSITIVE AREAS – Sensitive areas include vaults, Sensitive Compartmented Information Facilities (SCIFs), evidence rooms, war rooms, and sensitive documents areas. Sensitive areas are primarily housed within Government-controlled space.

FACILITY ENTRANCES, LOBBY, COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS.**FACILITY ENTRANCES AND LOBBY****EMPLOYEE ACCESS CONTROL AT ENTRANCES (SHELL)**

The Lessor shall provide key or electronic access control for the entrance to this building. All Government employees, under this lease, shall be allowed access to the leased space (including after-hours access).

COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS.**PUBLIC RESTROOM ACCESS**

The Government reserves the right to control access to public restrooms located within the Space.

SECURING CRITICAL AREAS

The Lessor shall secure areas designated as Critical Areas to restrict access:

A. Keyed locks, keycards, or similar security measures shall strictly control access to mechanical areas. Additional controls for access to keys, keycards, and key codes shall be strictly maintained. The Lessor shall develop and maintain accurate HVAC plans and HVAC system labeling within mechanical areas.

B. Roofs with HVAC systems shall also be secured. Fencing or other barriers may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through keyed locks, keycards, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.

C. At a minimum, Lessor shall secure building mechanical and janitorial areas including sprinkler rooms, electrical closets, telecommunications rooms and janitor closets.

VISITOR ACCESS CONTROL

Entrances are open to the public during business hours. After hours, visitor entrances are secured, and have a means to verify the identity of persons requesting access prior to allowing entry into the Space.

INTERIOR (GOVERNMENT SPACE)

DESIGNATED ENTRANCES

The Government shall have a designated main entrance.

IDENTITY VERIFICATION

The Government reserves the right to verify the identity of persons requesting access to the Space prior to allowing entry.

FORMAL KEY CONTROL PROGRAM

The Government reserves the right to implement a formal key control program. The lessor shall have a means of allowing the electronic disabling of lost or stolen access media, if electronic media is used.

SITES

SIGNAGE

POSTING OF SIGNAGE IDENTIFYING THE SPACE AS GOVERNMENTAL

The Lessor shall not post sign(s) or otherwise identify the facility and parking areas as a Government, or specific Government tenant, occupied facility, including during construction, without written Government approval.

POSTING OF REGULATORY SIGNAGE

The Government may post or request the Lessor to post regulatory, statutory and site specific signage at the direction of the Government.

LANDSCAPING

LANDSCAPING REQUIREMENTS

Lessor shall maintain landscaping (trees, bushes, hedges, land contour, etc.) around the facility. Landscaping shall be neatly trimmed in order to minimize the opportunity for concealment of individuals and packages/containers. Landscaping shall not obstruct the views of security guards and CCTV cameras, or interfere with lighting or IDS equipment.

CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN

The Lessor shall separate from public access, restricted areas as designated by the Government, through the application of Crime Prevention Through Environmental Design (CPTED) principles by using trees, hedges, berms, or a combination of these or similar features, and by fences, walls, gates and other barriers, where feasible and acceptable to the Government.

SECURITY SYSTEMS

No requirements

STRUCTURE

Lessor shall provide written emergency shutdown procedures for air handlers.

OPERATIONS AND ADMINISTRATION**LESSOR TO WORK WITH FACILITY SECURITY COMMITTEE (FSC)**

The Lessor shall cooperate and work with the buildings Facility Security Committee (FSC) throughout the term of the lease.

ACCESS TO BUILDING INFORMATION

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, by the development of an access list and controlled copy numbering. The Contracting Officer may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

Lessor shall have emergency plans and associated documents readily available in the event of an emergency.

CYBERSECURITY (SHELL)

A. Lessors are prohibited from connecting any portion of their building and access control systems (BACS) to any federally-owned or operated IT network. BACS include systems providing fire and life safety control, physical access control, building power and energy control, electronic surveillance, and automated HVAC, elevator, or building monitoring and control services (including IP addressable devices, application servers, or network switches).

B. In the event of a cybersecurity incident related to BACS, the Lessor shall initially assess the cyber incident, identify the impacts and risks to the Building and its occupants, and follow their organization's cyber and IT procedures and protocols related to containing and handling a cybersecurity incident. In addition, the Lessor shall immediately inform the Lease Contracting Officer's (LCO's) designated representative, i.e., the Lease Administration Manager (LAM), about cybersecurity incidents that impact a federal tenant's safety, security, or proper functioning.

C. Lessors are encouraged to put into place the following cyber protection measures in order to safeguard facilities and occupants:

1. Engineer and install BACS to comply with the Department of Homeland Security Industrial Control Systems Computer Emergency Response Team (DHS ICS-CERT) cyber security guidance and recommendations (<https://ics-cert.us-cert.gov/Recommended-Practices>).
2. Refer to the National Institute of Standards and Technology Cyber Security Framework (NIST-CSF) (<https://www.nist.gov/cyberframework>) and cybersecurity guidance in the DHS Commercial Facilities Sector-Specific Plan (<https://www.dhs.gov/publication/nipp-ssp-commercial-facilities-2015>) for best practices to manage cyber risks.
3. Encourage vendors of BACS to secure these devices and software through the following:

EXHIBIT H

- a. Develop and Institute a proper Configuration Management Plan for the BACS devices and applications, so that the system can be supported.
- b. Safeguard sensitive data and/or login credentials through the use of strong encryption on devices and applications. This means using NIST- approved encryption algorithms, secure protocols (i.e., Transport Layer Security (TLS) 1.1, TLS 1.2, TLS 1.3) and Federal Information Processing Standard (FIPS) 140-2 validated modules.
- c. Disable unnecessary services in order to protect the system from unnecessary access and a potential exposure point by a malicious attacker. Examples include File Transfer Protocol-FTP (a protocol used for transferring files to a remote location) and Telnet (allowing a user to issue commands remotely). Additionally, use of protocols that transmit data in the clear (such as default ZigBee) should be avoided, in favor of protocols that are encrypted.
- d. Close unnecessary open ports to secure against unprivileged access.
- e. Monitor and free web applications and supporting servers of common vulnerabilities in web applications, such as those identified by the (Open Web Application Security Project (OWASP) Top 10 Project (https://www.owasp.org/index.php/Category:OWASP_Top_Ten_Project)).
- f. Enforce Least Privilege, where proper permissions are enforced on a device or application so that a malicious attacker cannot gain access to all data. Enforcing Least Privilege will only allow users to access data they are allowed to see. Additional information can be found at <https://www.beyondtrust.com/blog/what-is-least-privilege/>.
- g. Protect against Insufficient User Access Auditing, where device or application does not have a mechanism to log/track activity by user. Enforce changing of factory default Username and Password to prevent unauthorized entry into the BACS system.
- h. Use updated antivirus software subscription at all times. Kaspersky-branded products or services, prohibited from use by the Federal Government, are not to be utilized.
- i. Conduct antivirus and spyware scans on a regular basis. Patching for workstations and server Operating System (OS), as well as vulnerability patching should follow standard industry best practices for software development life cycle (SDLC).
- j. Discontinue the use of end of life (EOL) systems and use only applications/ systems that are supported by the manufacturer.
- k. Operating Systems must be supported by the vendor for security updates (e.g., do not use Windows Server 2003).
- l. Proposed standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved United States Government Configuration Baseline (USGCB) or tenant agency guidance (if applicable).
- m. Disallow the use of commercially-provided circuits to manage building systems and install building systems on a protected network, safeguarded by the enterprise firewalls in place. Workstations or servers running building monitor and control systems are not connected and visible on the public internet.
- n. Systems should have proper system configuration hardening and align with Center for Internet Security (CIS) benchmarks or other industry recognized benchmarks. Additional information can be found at <https://www.cisecurity.org/cis-benchmarks/>.

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	52.204-7	SYSTEM FOR AWARD MANAGEMENT
	18	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	19	552.270-31	PROMPT PAYMENT
	20	52.232-23	ASSIGNMENT OF CLAIMS
	21		PAYMENT
	22	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	23	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	24	552.270-32	COVENANT AGAINST CONTINGENT FEES
	25	52-203-7	ANTI-KICKBACK PROCEDURES
	26	52-223-6	DRUG-FREE WORKPLACE
	27	52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	28	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	29	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	30	552.270-13	PROPOSALS FOR ADJUSTMENT
	31		CHANGES
AUDITS	32	552.215-70	EXAMINATION OF RECORDS BY GSA
	33	52.215-2	AUDIT AND RECORDS—NEGOTIATION

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EXHIBIT I

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DISPUTES	34	52.233-1	DISPUTES
LABOR STANDARDS	35	52.222-26	EQUAL OPPORTUNITY
	36	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	37	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	38	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	39	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	40	52.222-37	EMPLOYMENT REPORTS ON VETERANS
	SUBCONTRACTING	41	52.209-6
42		52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
43		52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
44		52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
45		52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
46		52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
47		552.219-73	GOALS FOR SUBCONTRACTING PLAN

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control Number 3090-0163.

INITIALS: MS & _____
LESSOR GOVERNMENT

11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

13. FIRE AND CASUALTY DAMAGE (JUN 2016)

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **270 days** from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within **60 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **270 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

Nothing in this lease shall be construed as relieving Lessor from liability for damage to, or destruction of, property of the United States of America caused by the willful or negligent act or omission of Lessor.

14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against

INITIALS: MP & _____
LESSOR & GOVERNMENT

it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

15. 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2015)

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(b) The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

(c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this Lease.

17. 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

This clause is incorporated by reference.

18. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)

This clause is incorporated by reference.

19. 552.270-31 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date* —

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

INITIALS: DA & _____
LESSOR GOVERNMENT

semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

20. 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 6305 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

21. PAYMENT (MAY 2011)

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

(1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such

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plans or

(2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

(c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is: $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

22. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

This clause is incorporated by reference.

23. 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

(Applicable to leases over \$5.5 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

24. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

25. 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

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26. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

This clause is incorporated by reference.

27. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)

(Applicable to leases over \$5.5 Million total contract value and performance period is 120 days or more.)

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

- (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
- (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain from
GSA Office of Inspector General "FRAUDNET HOTLINE	Contracting Officer

(Contracting Officer shall insert—

- (i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and
- (ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract—

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

28. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

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(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

29. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)

(Applicable when cost or pricing data are required for work or services over \$750,000.)
This clause is incorporated by reference.

30. 552.270-13 PROPOSALS FOR ADJUSTMENT (SEP 1999)

(a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.

(b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following detail—

- (1) Material quantities and unit costs;
- (2) Labor costs (identified with specific item or material to be placed or operation to be performed);
- (3) Equipment costs;
- (4) Worker's compensation and public liability insurance;
- (5) Overhead;
- (6) Profit; and
- (7) Employment taxes under FICA and FUTA.

(c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost—

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(1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and

(2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).

(d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

31. CHANGES (MAR 2013)

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

(b) If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

- (1) An adjustment of the delivery date;
- (2) An equitable adjustment in the rental rate;
- (3) A lump sum equitable adjustment; or
- (4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

32. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

33. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

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EXHIBIT J -ENERGY STAR

2015 Remodel at Fen Oak:

ADP closet and cable installation – dedicated circuits for phones, workstations and printers

Flooring: Carpet in office areas and ceramic tile in common areas

HVAC improvements: heat pump, IT cooling system, baseboard radiation; temperature controls, HVAC insulation

Paint

Doors, hardware and partitions

Acoustic insulation and ceiling tiles

Updates to fire protection system

Lighting updates/electrical wiring

New window blinds

2017 Remodel at Fen Oak:

Installation of solar panels

Lessor

Government

**AMENDMENT OF SOLICITATION
(Negotiated Procurements)**

NOTICE: Offerors must acknowledge receipt of this amendment in writing by the date and time specified for proposal submissions or the date and time specified in Block 6, whichever is later. IF YOUR ACKNOWLEDGEMENT IS NOT RECEIVED AT THE DESIGNATED LOCATION BY THE SPECIFIED DATE AND TIME, YOUR OFFER MAY BE REJECTED. If by virtue of this amendment you wish to change your offer, such change must make reference to the solicitation and this amendment and be received prior to the date and time specified in Block 6.

I. AMENDMENT

1. SOLICITATION NUMBER 55025-WI-DANE-2018	2. SOLICITATION DATE 09/20/2018	3. AMENDMENT NUMBER 1	4. AMENDMENT DATE 10/30/2018
5. ISSUED BY Rachel Geiselman Farm Service Agency 8030 Excelsior Drive, Suite 100 Madison, WI 53717		6. DUE DATE THIS AMENDMENT DOES NOT CHANGE THE DATE BY WHICH OFFERS ARE DUE UNLESS A DATE AND TIME IS INSERTED BELOW	
		A. DATE 12/28/2018	B. TIME 3:00 PM Central
7. FOR INFORMATION CALL (No collect calls)			
A. NAME Rachel Geiselman Farm Service Agency 8030 Excelsior Drive, Suite 100 Madison, WI 53717		B. TELEPHONE AREA CODE (608) PHONE NUMBER 662.4422 ext 162	C. EMAIL ADDRESS Rachel.geiselman@usda.gov

8. DESCRIPTION OF AMENDMENT

The purpose of this amendment to RLP No 55025-WI-DANE-2018 is to delete Paragraph 3.02 Receipt Of Lease Proposals (Sep 2013) in its entirety and replace it with the following:

3.02 Receipt of Lease Proposal (Sep 2013)

A. Offeror is authorized to transmit its lease proposal as an attachment to an email. Offeror's email shall include the name, address and telephone number of the Offeror, and identify the name and title of the individual signing on behalf of the Offeror. Offeror's signed Lease proposal must be saved in a generally accessible format (such as portable document format (pdf)), which displays a visible image of all original document signatures, and must be transmitted as an attachment to the email. Only emails transmitted to, and received at, the Government email address identified in the RLP will be accepted. Offeror submitting a Lease proposal by email shall retain in its possession, and make available upon the Government's request, its original signed proposal. Offeror choosing not to submit its proposal via email may still submit its lease proposal by United States mail or other express delivery service of Offeror's choosing.

B. In order to be considered for award, offers conforming to the requirements of the RLP shall be received in one of the following ways:

1. No later than 3:00 PM Central on the following date at the following designated office and address:

Date:	December 28, 2018		
Office:	Iris Bates CBRE, Inc.	Wisconsin State FSA Office Attn: Rachel Geiselman	
Address:	1861 International Drive, Suite 300 McLean, Virginia 22102-4419	8030 Excelsior Drive, Suite 100 Madison, WI 53717	

2. No later than 3:00 PM Central on the following date at the following email address:

Date:	December 28, 2018		
Email Address:	iris.bates@cbre.com	rachel.geiselman@wi.usda.gov	

Except as provided herein, all terms and conditions in the solicitation remain unchanged and in full effect

II. ACKNOWLEDGEMENT OF AMENDMENT

In lieu of other written methods of acknowledgement, the offeror may complete Block 9 and 10 and return this amendment to the address in Block 5.

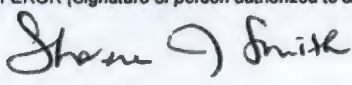
9. NAME AND ADDRESS OF OFFEROR COUNTY OF DANE 5201 FEN OAK DRIVE, # 208 MADISON, WI 53718	10A. OFFEROR (Signature of person authorized to sign) 
	10B. NAME OF SIGNER Sharon J. Smith
	10C. TITLE OF SIGNATURE Real Estate Coordinator
	10D. DATE 12/28/18

EXHIBIT K - AMENDMENTS

C. Offers sent by United States mail or hand delivered (including delivery by commercial carrier) shall be deemed late if delivered to the address of the office designated for receipt of offers after the date and time established for receipt of offers.

D. INTENTIONALLY DELETED

E. Offers delivered through any means authorized by the RLP may be also deemed timely if there is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or if it was the only proposal received.

F. There will be no public opening of offers, and all offers will be confidential until the Lease has been awarded. However, the Government may release proposals outside the Government such as to support contractors to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure.

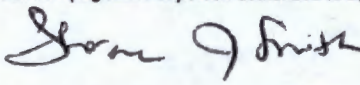
END OF RLP CHANGES

This document is now considered to be part of Request for Lease Proposal No.55025-WI-DANE-2018 respondents to this Request for Lease Proposal shall acknowledge receipt of this amendment by signature on one copy in the space provided below. The acknowledged copy of this amendment must be received by 3:00 p.m. CST on December 28, 2018.

Except as provided herein, all terms and conditions in the solicitation remain unchanged and in full effect

II. ACKNOWLEDGEMENT OF AMENDMENT

In lieu of other written methods of acknowledgement, the offeror may complete Block 9 and 10 and return this amendment to the address in Block 5.

9. NAME AND ADDRESS OF OFFEROR COUNTY OF DANE 5201 FEN OAK DRIVE, #208 MADISON, WI 53718	10A. OFFEROR (Signature of person authorized to sign) 
	10B. NAME OF SIGNER SHARON J. SMITH
	10C. TITLE OF SIGNATURE REAL ESTATE COORDINATOR
	10D. DATE 12/28/18

AMENDMENT OF SOLICITATION (Negotiated Procurements)	PAGE	of	PAGES
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NOTICE: Offerors must acknowledge receipt of this amendment in writing by the date and time specified for proposal submissions or the date and time specified in Block 6, whichever is later. IF YOUR ACKNOWLEDGEMENT IS NOT RECEIVED AT THE DESIGNATED LOCATION BY THE SPECIFIED DATE AND TIME, YOUR OFFER MAY BE REJECTED. If by virtue of this amendment you wish to change your offer, such change must make reference to the solicitation and this amendment and be received prior to the date and time specified in Block 6.

I. AMENDMENT

1. SOLICITATION NUMBER 55025-WI-DANE-2018	2. SOLICITATION DATE 09/20/2018	3. AMENDMENT NUMBER 2	4. AMENDMENT DATE 05/09/2019
5. ISSUED BY Rachel Geiselman Farm Service Agency 8030 Excelsior Drive, Suite 100 Madison, WI 53717		6. DUE DATE THIS AMENDMENT DOES NOT CHANGE THE DATE BY WHICH OFFERS ARE DUE UNLESS A DATE AND TIME IS INSERTED BELOW	
		A. DATE 05/10/2019	B. TIME 3:00 PM Central
7. FOR INFORMATION CALL (No collect calls)			
A. NAME Rachel Geiselman Farm Service Agency 8030 Excelsior Drive, Suite 100 Madison, WI 53717		B. TELEPHONE AREA CODE (608) PHONE NUMBER 662.4422 ext 162	C. EMAIL ADDRESS Rachel.geiselman@usda.gov

8. DESCRIPTION OF AMENDMENT

The purpose of this amendment to RLP No 55025-WI-DANE-2018 is to update the request for Final Offers Proposal due date.

Please be advised the Government has established 3:00 PM Central 4:00 PM Eastern on May 10, 2019 as the termination date of negotiations for existing space at 5201 Fen Oak Drive for the use by the USDA in Madison, WI

END OF RLP CHANGES

This document is now considered to be part of Request for Lease Proposal No.55025-WI-DANE-2018 respondents to this Request for Lease Proposal shall acknowledge receipt of this amendment by signature on one copy in the space provided below. The acknowledged copy of this amendment must be received by 3:00 p.m. CST on Friday May 10, 2019.

Except as provided herein, all terms and conditions in the solicitation remain unchanged and in full effect

II. ACKNOWLEDGEMENT OF AMENDMENT

In lieu of other written methods of acknowledgement, the offeror may complete Block 9 and 10 and return this amendment to the address in Block 5.

9. NAME AND ADDRESS OF OFFEROR County Of DANE 5201 FEN OAK DR., #208 MADISON, WI 53718	10A. OFFEROR (Signature of person authorized to sign) Share Smith
	10B. NAME OF SIGNER SHARENE SMITH
	10C. TITLE OF SIGNATURE REAL ESTATE COORDINATOR
	10D. DATE 5/10/2019